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MODIFICATION AGREEMENT

87097768

THIS AGREEMENT is made this 15th day of February 1987, by and between First American Bank of Riverside ("Bank"), the owner of the Note and Mortgage hereinafter described, and Danny Lattas and Nikolleta Lattas, representing themselves to be the owners of the real estate hereinafter and in said Mortgage described ("Owner").

1. In consideration of the mutual promises of the parties hereto, the parties hereby agree to extend the time of payment of the indebtedness, modify the interest rate, change the amount of the monthly payments of principal and interest and add interest rate floor and ceiling provisions in the Note of Danny Lattas and Nikolleta Lattas, dated January 31, 1984 ("Note"), secured by a Mortgage ("Mortgage") recorded on March 14, 1984, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 27005065 conveying to the Bank certain real estate in Cook County, Illinois, described as follows:

Lot 11 (except the East 21 feet of Lot 11 and except the North 122.84 feet of Lot 11) in Gage's Subdivision of part of the North West 1/4 of Section 1, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

and

That part of Lots 9 and 10 in David A. Gage's Subdivision of part of the North West 1/4 of Section 1, Township 38 North, Range 12 East of the Third Principal Meridian, described as follows:

Commence at a point in the Southerly line of Lot 9 that is 18.88 feet Northeasterly from the South West corner of Lot 9 for a place of beginning, thence Northwesterly in a straight line for a distance of 242.46 feet to a point in the North line of Lot 9 that is 8.3 feet East of the North East corner of Lot 10 thence West 50 feet to a point that is 36.5 feet East of an iron pipe at the Northwest corner of Lot 10 and is also 112.5 feet East of an iron pipe at the Northwest corner of Lot 11 as occupied, thence Southerly in a straight line for a distance of 124.90 feet along a line that if prolonged South to the Southerly line of Lot 10 would intersect the Southerly line at a point 33.65 feet Southwesterly from the Southwest corner of Lot 9 thence West and at right angles to preceding course for a distance of 7 feet thence Southeasterly in a straight line for a distance of 125.16 feet to a point on the Southerly line of Lot 10 that is 33.65 feet Southwesterly from the Southwest corner of Lot 9 thence Northeasterly 52.50 feet to the point of beginning, in Cook County, Illinois.

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PIN: 18-01-100-048 & 18-01-100-052

Common Address: 7740 W. Ogden Avenue & 7800 W. Ogden Avenue, Lyons, Illinois 60534.

2. The amount of principal remaining unpaid on the indebtedness due on the Note and secured by the Mortgage is \$45,258.84. Said remaining indebtedness shall be payable on demand, or if no demand is made, in 119 principal payments of \$377.15 each and one final principal payment of \$377.99 with interest thereon at a fluctuating rate per annum equal to 2% over the Prime Interest Rate of the Bank (which rate may not be the Bank's lowest or best rate of interest) from time to time in effect as announced by the Bank (hereinafter "Prime Rate"), which shall be adjusted daily when and as the Prime Rate changes. Principal payments in the amount of \$377.15 will be due monthly beginning March 1, 1987 and on the 1st of each month thereafter. Interest shall be payable monthly beginning March 1, 1987. The final payment of principal and unpaid interest shall be due on February 1, 1997. In no event will the rate of interest exceed 13.5% per annum or be less than 9% per annum, except that there shall be no interest rate ceiling in the event of the undersigned's default hereunder. Interest shall be increased to the rate of 5% over the fluctuating Prime Rate after demand until all liabilities are paid. Interest shall be computed upon a 360-day year and will be charged for the actual number of days elapsed. All payments on account of the indebtedness evidenced by this agreement shall be first applied to costs, and then to interest on the unpaid principal balance, and the remainder to principal. The undersigned shall pay to the Bank a late charge of 5% of any monthly installment not received by the Bank within ten (10) days after any installment is due.

3. This agreement is supplementary to the Mortgage. All provisions of the Mortgage and Note, including the right to declare principal and accrued interest due for any cause specified in the Mortgage and Note, shall remain in full force and effect. The terms and conditions of this Agreement shall control in the event of any inconsistency between this Agreement and the Note. Any provisions of the Note and Mortgage that are not inconsistent with the terms of this Agreement shall apply to the repayment of the unpaid indebtedness. The owner agrees to perform all the covenants of the grantor or grantors in the Mortgage. The provisions of this Agreement shall inure to the benefit of any holder of the Note and shall bind the heirs, personal representatives and assigns of the Owner. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. The owner hereby waives and releases all rights and benefits accruing under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise and all other interests in the above-described real estate, including, without limitation, any exemptions the Owner may have under any state or federal bankruptcy or insolvency laws in the above-described real estate.

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COOK COUNTY CLERK'S OFFICE

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STATE OF ILLINOIS)
)
COUNTY OF Cook)

87097768

SS.

19 FEB 27 9 26 AM '87

I, Stefania N. Kotsovos, a
Notary Public in and for said County in the State aforesaid, DO
HEREBY CERTIFY that Danny Lattas and Nikolleeta Lattas,
personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this
day in person and acknowledged that they signed, sealed and
delivered the said instrument as their free and voluntary act,
for the uses and purposes therein set forth, including the
release and waiver of all rights under any homestead, exemption
and valuation laws.

87-097768

GIVEN under my hand and notorial seal this 16th day
of February, 19 87.

Stefania N. Kotsovos
Notary Public

This instrument was prepared by:
Charles D. Bittman
First American Bank of Riverside
15 Riverside Road
Riverside, Illinois 60546

"OFFICIAL SEAL"
Stefania N. Kotsovos
Notary Public, State of Illinois
My Commission Expires 10/30/90

14.00



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1/1/03