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MODIFICATION AGREEMENT

This Modification Agreement, dated this 15th day of October, 1987, is by and between Countryside Bank, a State Banking Association, whose address is 1190 S. Elmhurst Road, Mount Prospect, Illinois 60056 (hereinafter referred to as "Mortgagee"), and David B. Lieberman, a married man, whose address is 3628 Torey Pines, Northbrook, IL 60062 (hereinafter referred to as the "Mortgagor").

WHEREAS, Mortgagor borrowed from Mortgagee the principal sum of Three Hundred Thousand and No/100 Dollars (\$300,000.00) which debt was evidenced by and secured with the following documents (hereinafter collectively referred to as "Loan Documents"):

- (i) Construction Loan Agreement (hereinafter referred to as "Loan Agreement") dated as of May 1, 1985, executed by Mortgagee and Mortgagor;
- (ii) Mortgage Note (hereinafter referred to as the "Note") dated May 1, 1985, in the principal amount of \$300,000.00 executed by Mortgagor in favor of Mortgagee;
- (iii) Mortgage, given as security for the Note, dated May 1, 1985, recorded on May 20, 1985, with the Cook County Recorder of Deeds as Document No. 35,027,607 executed by Mortgagor in favor of Mortgagee (hereinafter referred to as "Mortgage"), pertaining to the following described premises (hereinafter referred to as the "Mortgaged Premises"):

West 95 feet of Lot 1 in Hoffelder's Subdivision, being a Subdivision of part of the Northwest 1/4 of the Northeast 1/4 of Section 16, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: Southeast Corner of Golf Road and Salem Drive, Schaumburg, IL 60194

Permanent Index No: 07-16-200-040-0000 Volume: 187

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(iv) Assignment of Rents dated May 1, 1985 and recorded with the Cook County Recorder of Deeds on May 20, 1985 as Document Number 85,027,698 executed by Mortgagor in favor of Mortgagee pertaining to the Mortgaged Premises;

(v) Security Agreement dated May 1, 1985 executed by Mortgagor in favor of Mortgagee; and

(vi) Extension Agreement executed by Mortgagee and Mortgagor.

WHEREAS, Mortgagee and Mortgagor desire to modify the terms of the Loan Documents to provide for new loan terms, including a new interest rate and a new final payment date, all as specifically described hereinbelow; and

WHEREAS, Mortgagee and Mortgagor desire to reconfirm all other terms set forth in the Loan Documents and in any and all other documents executed by the Mortgagee and Mortgagor in connection with the hereinreferenced loan.

NOW THEREFORE, in consideration of the payment by Mortgagor to Mortgagee of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Mortgagor agree as follows:

1. The Loan Documents are hereby amended to provide that as of October 19, 1987, the interest rate for the loan will no longer be a fixed rate of Thirteen and one-half percent (13½%) per annum, but shall be a fixed rate of Ten and one-half percent (10½%) per annum.

2. The Loan Documents are hereby further amended to provide that the monthly payments, beginning on November 18, 1987, shall be in the amount of Three Thousand One Hundred Four and 35/100 Dollars (\$3,104.35), which is the

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amount necessary to amortize the principal amount remaining due over seventeen (17) years.

3. The Loan Documents are hereby further amended to provide that the entire indebtedness evidenced by the Loan Documents as amended, if not sooner paid, is due and payable on the 13th day of October, 1992.

4. Except as herein specifically provided, the Loan Documents and all of the terms and conditions contained therein are hereby reconfirmed by Mortgagee and Mortgagor and shall remain in full force and effect.

IN WITNESS WHEREOF, Mortgagee and Mortgagor have executed this Modification Agreement on the date first above written.

COUNTRYSIDE BANK

By: Wayne S. Korzka V.P.

And: John M. Tofano V.P.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Wayne S. Korzka, Vice President of COUNTRYSIDE BANK, and John M. Tofano, Asst. Vice President thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of December, 1987.

James A. DeB...
Notary Public

My Commission Expires Mar. 12, 1989

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Return to:

Richard Foxworth
1625 Sherman Road
Northbrook, IL 60062