

MODIFICATION AGREEMENT

This Agreement made this 27th day of May, 1988 by and between INTERSTATE BANK OF OAK FOREST ("Interstate") and L.J.L., Inc. d/b/a Louisa's and Joseph Benash ("Debtor") and Louise Benash, his wife

WHEREAS, Interstate is the owner and holder of a certain note ("Note") dated May 12, 1983 in the principal sum of \$ 108,000.00 which Note was executed by Debtor, and

WHEREAS, said Note is secured by a certain Mortgage/Trust Deed dated May 12, 1983 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document number 26654797 and 26625587 conveying and warranting to Interstate the following described real estate:

Lot 2 in Mokrzycki's resubdivision of Lot 12 in Block 2 in Arthur T. McIntosh and Company's Bremen Farms, being a subdivision of part of the West 1/2 of the Southwest 1/4 of Section 3 Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Perm Tax ID #: 28-03-301-042-0000
Address: 14025 S. Cicero, Crestwood Illinois 60445

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and
WHEREAS, said Mortgage/Trust Deed securing said Note is a valid and existing lien on the real estate, and

WHEREAS, Interstate and Debtor have agreed to certain modifications of the terms of the Note and Mortgage/Trust Deed (*and to an extension of the time to pay the balance due pursuant to the Note).

*Strike if not applicable.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the sum of \$10.00 in hand paid by Debtor to Interstate and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Interstate and Debtor agree as follows:

1. Interest Rate:

The Note and Mortgage/Trust Deed be and they hereby are modified to provide that the principal balance outstanding from

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time to time shall bear interest at the rate of 11.5 % per annum from and after the date of this Agreement.

2. Payments:

The Note and Mortgage/Trust Deed be and they hereby are modified to provide for payments as follows:

Monthly principal and interest payments of \$1,151.74 and escrow payment of \$480.00 starting with Aug. 1, 1988 payment. (\$1,631.74 per month)

The next payment shall be due on August 1, 1988.

3. Remaining Provisions:

It is mutually agreed by and between Interstate and Debtor that all provisions of the Note and Mortgage/Trust Deed shall remain in full force and effect without modification except to the extent specifically modified herein. Acceptance of this modification by Interstate shall not constitute an admission against Interstate's interest of any kind and shall not serve to cure any defaults or as a waiver of any rights Interstate may have pursuant to the Note and Mortgage/Trust Deed or the applicable law.

4. Representations of Debtor:

Debtor makes the following representations to induce Interstate to agree to the foregoing modifications:

a. Debtor's financial condition has not changed, since the time of the original loan application, in any way which might adversely affect the Debtor's ability to repay the loan.

b. Debtor is the owner of the collateral real estate and has taken no action that would jeopardize the validity or priority of Interstate's lien nor has Debtor allowed anyone else to do so.

c. There have been no changes to the collateral, estate which would impair or jeopardize Interstate's lien on the collateral real estate.

5. Recording of Document:

This document shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois.

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In Witness Whereof, Interstate and Debtor have set their hands this 27th day of May, 1988.

INTERSTATE BANK OF OAK FOREST

By: James A. Dolan
Its President, James A. Dolan

Attest: Janice A. Gedroc
Vice President, Janice A. Gedroc

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that James A. Dolan personally known to me to be the President of INTERSTATE BANK OF OAK FOREST an Illinois corporation, and Janice A. Gedroc personally known to me to be the Vice President of said corporation, and 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 severally acknowledged that as such President and Vice President, they signed and delivered the said instrument as President and Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of May, 19 88.

Commission expires Oct 4, 19 89.

Margaret McDowell
Notary Public



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CLERK JUDICIAL
COUNTY CLERK
JAN 10 2010 10:00 AM
COURT HOUSE
JAN 10 2010 10:00 AM

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x Joseph Benash
Joseph Benash

x Louise Benash
Louise Benash

x Edward Fitzgerald
Edward Fitzgerald

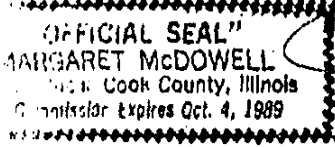
x Linda Fitzgerald
Linda Fitzgerald

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 Joseph Benash, Louise Benash, Edward Fitzgerald, and Linda Fitzgerald 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 the right of homestead.

Given under my hand and seal, this 8th day of July, 1988

Commission expires Oct 4, 1989



Margaret McDowell
Notary Public

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This Document Prepared By:
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