

MODIFICATION AGREEMENT
(ILLINOIS)
UNOFFICIAL COPY

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This Indenture, made this 15th day of January, 1989, by and between Cole Taylor Bank/Main F/k/a Main Bank, the owner of the mortgage or trust deed hereinafter described, and Robert S. Hudec and Lydia Hudec, his wife, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),

WITNESSETH:

1. The parties hereby agree to modify the time of payment and interest rate of the indebtedness evidenced by the principal promissory note or notes of Twenty-One Thousand Nine Hundred Twenty Eight and -----94/100 dated 12-17-, 1985, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded 1-17, 1986, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in _____ of _____ at page _____ as document No. 86022871 conveying to Cole Taylor Bank/Main certain real estate in Cook County, Illinois described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO:

2. The amount remaining unpaid on the indebtedness is \$ 21,928.94.

3. Said remaining indebtedness of \$ 21,928.94 shall be paid on or before January 15, 1992 in equal monthly installments of principal and interest in the amount of \$ 274.89 beginning February 15, 1989 and the Owner in consideration of such modification promises and agrees to pay the principal sum secured by said mortgage or trust deed as and when therein provided, as hereby modified, and to pay interest thereon until 1-15, 1989, at the rate of 1/2 per cent in excess of the Prime Rate (defined below), and thereafter until maturity of said principal sum as hereby modified, at the rate of 11.0 per cent per annum, and interest after maturity, at the rate of _____ per cent per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in the value of such legal tender in other United States currency, at such banking house or trust company in the city of Chicago as the holder or holders of said principal note or notes may from time to time in writing appoint, and in default of such appointment then at 337 E. Dundee Rd., Wheeling, IL.

4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable, in the same manner as if said modification had not been granted.

5. This agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

6. "Prime Rate" means the rate of interest established from time to time by the Bank as its prime rate and used by it in computing interest on those loans on which interest is established with relationship to the Bank's prime rate, all as shown on the books and records of the Bank. The Prime Rate will fluctuate hereunder from time to time concurrently with each change in the Bank's Prime Rate with or without notice to anyone.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

[Signature] (SEAL)
V.P.
Vice President

[Signature] (SEAL)
Robert S. Hudec

[Signature] (SEAL)
Assistant Vice President

[Signature] (SEAL)
Lydia Hudec

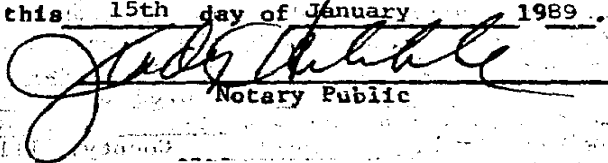
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STATE OF Illinois
COUNTY OF Cook

UNOFFICIAL COPY

I, Judy Hubble, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Robert S. Hudec & Lydia Hudec, his wife 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 right of homestead.

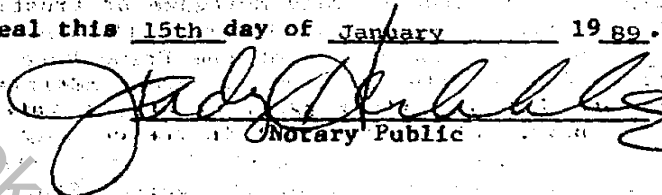
GIVEN under my hand and notarial seal this 15th day of January 1989.


Notary Public

STATE OF Illinois
COUNTY OF Cook

I, Judy Hubble, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that John Morlock, Vice, President of Cole Taylor Bank and Nancy A. Koppel, Ass't. Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice and Ass't., respectively, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as their own free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Ass't. Secretary then and there acknowledged that, as custodian of the corporate seal of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 15th day of January 1989.


Notary Public

STATE OF Illinois
COUNTY OF Cook

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____, President of _____ and _____, Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as their own free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that, as custodian of the corporate seal of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____ 19____.

Notary Public

91-13808

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Notary Public's Office

Box

MODIFICATION AGREEMENT

FILE

MAIL TO:

UNOFFICIAL COPY

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Unit Number 206-1-F in Hampton Court Condominium as delineated in survey of the following described parcels of real estate (hereinafter referred to as "Parcel"):

Parcel 1: Lots 1, 2, and 3 in Klehm's Resubdivision of the South 333.47 feet (except the west 80.96 feet thereof) of Lot 4 and all of Lots 5, 6, and 7 (except the West 33 feet of said Lot 7) together with the vacated portion of the North and South public street lying between said Lots 5 and 6, all in Underhill's addition to the Town of Dunton's, being a subdivision of part of the North East Quarter of the South East Quarter of Section 30, Township 43 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2: Lot 1 in McHugh's resubdivision of Lot 4 (except the South 333.47 feet thereof) and all of Lots 9 and 10 in Underhill's addition to the town of Dunton, being a subdivision of part of the North East Quarter of the South East Quarter of Section 30, Township 42 North, Range 11, East of the Third Principal Meridian, which survey is attached as exhibit "A" to declaration made by LaSalle National Bank, a National Banking Association, not personally, but as Trustee under Trust Number 46044, recorded in the office of the recorder of Deeds of Cook County, Illinois, as Document Number 22829626, together with an undivided 1.05 per cent interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said declaration and survey)

also

Easement for parking purposes in and to parking space number P-20 as defined and set forth in said declaration and survey) in Cook County, Illinois.

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Property of Cook County Clerk's Office

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