

15.00

MODIFICATION AGREEMENT

CL 232415

THIS AGREEMENT, entered into this 15th day of AUGUST, 1990, by and between Daniel J. Nagle and Mary K. Nagle, Cook County, State of Illinois, (hereinafter referred to as "Borrowers," whether one or more), and TWA Credit Union, (hereinafter referred to as "Credit Union").

WITNESSETH: Whereas, Borrowers executed and delivered a certain promissory Note for the sum of Three Hundred Twenty Two Thousand Three Hundred (\$322,392.00) dated the 6th day of December, 1987, payable to the order of Credit Union with an adjustable rate of interest, (hereinafter referred to as the "Note"), which Note is secured by a certain mortgage or deed of trust (hereinafter referred to as the "Security Instrument") executed of even date by Borrowers and recorded as Document No. 87652377 in Book        at Page        in the Office of the Recorder or Registrar of Deeds, Cook County Illinois, at Chicago, which encumbers the real property legally described as follows:  
"SEE COPY OF LEGAL DESCRIPTION ATTACHED".

WHEREAS, the Note has an unpaid principal balance in the amount of Two Hundred Seventy Nine Thousand Six Hundred DOLLARS (\$ 279,686.36) and Eight Six & 34/100

WHEREAS, Borrower is the owner of the real property subject to said Security Instrument; and

WHEREAS, the parties desire to convert said Note to a fixed rate of interest and modify certain of the terms of said Note and Security Instrument as hereinafter stated and Borrowers acknowledge that there are no defenses or effects against said obligations evidenced by the Note.

NOW, THEREFORE, in consideration of the modification of the terms of the above described Note, of the mutual promises contained herein, and for other good and valuable consideration, but subject to all the conditions and provisions in said original Note and Security Instrument, except as hereinafter modified, the parties hereto agree as follows:

1. That the Note is hereby converted to a fixed interest rate of Ten and one quarter percent ( 10.25 % ) per annum effective September 4, 1990 payable in equal monthly installments in the amount of Three Thousand Three Hundred Seventy Four DOLLARS (\$ 3,374.00 ), beginning on September 4, 1990 and continuing monthly thereafter until August 4, 2002, when the then unpaid principal balance, plus accrued interest, shall become due and payable in full.

2. All terms and conditions of the original Note and the Security Instrument by which it is secured are fully incorporated herein and fully ratified, except as specifically modified by this Agreement, and that the lien of the original Security Instrument and the covenants and agreements therein, and in the Note secured thereby, shall be and remain in full force and effect, subject to all conditions and provisions contained in said original Note and Security Instrument.

3. Nothing in this Agreement shall be deemed to or shall in any manner prejudice or impair the Note or the Security Instrument, or any instrument, guaranty, document or agreement executed in connection with the transaction evidenced by the Note and Security Instrument, or any security granted to or held by the credit union for the

BOX 15

90470066

UNOFFICIAL COPY

indebtedness evidenced by the Note and this Agreement. This Agreement shall not be deemed to be nor shall it constitute any alteration, waiver, annulment or variation of the lien and encumbrance of the Security Instrument or of the terms and conditions of or any rights, powers or remedies under the Note or the Security Instrument except as expressly set forth herein.

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

*[Signature]*  
Borrower: Daniel J. Nagle  
*[Signature]*  
Mortgagee: Mary K. Nagle

(No Seal)

TWA CREDIT UNION

By: *[Signature]*  
J. S. Freed, Sr. Vice President

ACKNOWLEDGEMENT - UNMARRIED PERSON

STATE OF )

COUNTY OF )

On this day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed, and said \_\_\_\_\_ further declared \_\_\_\_\_ to be unmarried.

WITNESSETH my hand and Notarial Seal subscribed and affixed in said County and State, the day and year last above written.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Property of Cook County Clerk's Office

90470066

BOX 12

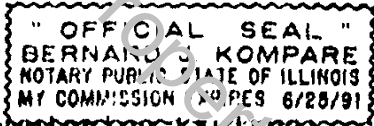
# UNOFFICIAL COPY

## ACKNOWLEDGEMENT - MAN AND WIFE

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

On this day of August 24, 1990, before me, Bernard J. Kompore, a Notary Public, personally appeared J. Kompore and Mary K. Kompore, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledge that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in CHICAGO, IL the day and year last above written.



Bernard Kompore  
NOTARY PUBLIC

My Commission Expires 6/25/91

## COOPERATION ACKNOWLEDGEMENT

STATE OF Missouri )  
COUNTY OF Platte ) ss.

On this 28th day of August, 1990, before me personally appeared J. L. Freed, to me personally known, who being by me duly sworn, did say that he is Sr. Vice President of TWA Credit Union, and that said instrument was signed in behalf of said credit union by authority of its Board of Directors, and said J. L. Freed acknowledged said instrument to be the free act and deed of said credit union.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Judy K. Gramo  
NOTARY PUBLIC  
Judy K. Gramo

My Commission Expires  
July 14, 1991

PREPARED BY: TWA CREDIT UNION  
P.O. BOX 20406  
KANSAS CITY, MO 64195

MAIL TO SAME

ATTN: CHARLE THOMAS

90470066

# UNOFFICIAL COPY

STATE OF ILLINOIS

IN SENATE,  
January 21, 1953.

REPORT OF THE  
COMMISSIONERS OF THE  
STATE LAND OFFICE  
FOR THE YEAR ENDING  
DECEMBER 31, 1952.

RECEIVED  
JAN 24 1953  
STATE OF ILLINOIS  
OFFICE OF THE CLERK OF THE SENATE

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

90470066

## PARCEL 1:

Unit No. 414-G in Belgravia Terrace, a Condominium, as delineated on survey of the following described property:

Lots 26 to 33 in Doggett and Hill's Subdivision of Block 40 in Canal Trustees' Subdivision of the North 1/2 and the North 1/2 of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian.

### ALSO:

Lot 1 (except that part thereof dedicated for public alley) in the Subdivision of Lots 20 to 25, both inclusive, in Subdivision of Block 40 of Canal Trustees' Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, also known as Lot 20 and the North 1 foot of Lot 21 in Doggett and Hill's Subdivision of Block 40 in Canal Trustees' Subdivision in Section 33, Township 40, North, Range 14, East of the Third Principal Meridian.

### ALSO:

The West 1/2 of the vacated North/South public alley, lying due East of and adjacent to Lots 26, 27, 28, 29 and 30 of the Subdivision of Block 40 of Canal Trustees' Subdivision of the North 1/2 and the North 1/2 of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois (hereinafter referred to as "Parcel"), which survey is attached as Exhibit "A" to Declaration of Condominium made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated April 15, 1986, and known as Trust Number 67071, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 87,336,241, together with an undivided percentage 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 Declarations and Survey as amended from time to time.

## PARCEL 2:

Parking Space f 414-G, a Limited Common Element appurtenant to Unit 414-G, as defined and set forth in the aforementioned Declaration of Condominium, as amended from time to time.

Permanent Index Numbers: 14-33-307-065, 14-33-307-067 and 14-33-307-064 *M*

ADDRESSES: BELGRAVIA TERRACE  
CONDOMINIUM

90470066

67652377

# UNOFFICIAL COPY

RECORDED

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for the State of Illinois  
My Commission Expires \_\_\_\_\_

Property of Cook County Clerk's Office

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.