

# UNOFFICIAL COPY

FIXED RATE NOTE AND MORTGAGE  
MODIFICATION AGREEMENT 3057-1256

THIS FIXED RATE NOTE AND MORTGAGE FIRST MODIFICATION AGREEMENT (THE "AGREEMENT") IS MADE AS OF THE 5TH DAY OF OCTOBER 1990 BY AND BETWEEN DAVID J. PARTIDA, A BACHELOR NARCISO S. PARTIDA & SOPHIE M. PARTIDA ("BORROWER"), AND OLD KENT BANK - CHICAGO, AN ILLINOIS BANKING ASSOCIATION ("OLD KENT BANK"), FORMERLY KNOWN AS UNIBANCTRUST COMPANY.

WITNESSETH:

WHEREAS, OLD KENT BANK HAS LOANED FIFTY TWO THOUSAND AND 00/100 DOLLARS (\$ 52,000.00) TO BORROWER (THE "LOAN");

WHEREAS, THE LOAN IS EVIDENCED BY A NOTE DATED MAY 24 1985, MADE BY BORROWER IN THE PRINCIPAL AMOUNT OF FIFTY TWO THOUSAND AND 00/100 DOLLARS (\$ 52,000.00) (THE "NOTE"), AND

WHEREAS, THE NOTE IS SECURED BY A MORTGAGE DATED MAY 24 1985, MADE BY BORROWER TO OLD KENT BANK AND RECORDED JUNE 12 1985 IN THE OFFICE OF THE CLERK OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 85058230 (THE "MORTGAGE"), WHICH MORTGAGE ENCUMBERS THE PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO (THE "PROPERTY") AND

WHEREAS, THE BORROWER HAS REQUESTED AND OLD KENT BANK HAS AGREED TO MODIFY THE TERMS AND CONDITIONS OF THE NOTE AND MORTGAGE IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREIN CONTAINED;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, BORROWER AND OLD KENT BANK AGREE AS FOLLOWS:

1. THE DATE "JUNE 15, 1990" (THE "ORIGINAL" MATURITY DATE"), WHENEVER IT APPEARS IN THE NOTE AND THE MORTGAGE IS HEREBY DELETED AND "JUNE 15, 1995" (THE "NEW MATURITY DATE") IS SUBSTITUTED THEREFOR, THEREBY EXTENDING THE MATURITY DATE OF THE NOTE TO THE NEW MATURITY DATE.

2. NOTWITHSTANDING ANY PROVISIONS OF THE NOTE WHICH MAY BE OR APPEAR TO BE TO THE CONTRARY, FROM AND AFTER THE DATE OF THIS AGREEMENT UNTIL THE FULL AMOUNT OF THE PRINCIPAL INDEBTEDNESS EVIDENCED BY THE NOTE BECOMES DUE, WHETHER BY ACCELERATION OR OTHERWISE, THE NOTE SHALL BEAR INTEREST AT AN ANNUAL RATE OF 9.625 PERCENT (9.625%); PROVIDED, HOWEVER, THAT ANY PAYMENT OF PRINCIPAL OR INTEREST WHICH IS NOT PAID WHEN DUE, WHETHER BY ACCELERATION OR OTHERWISE, SHALL BEAR INTEREST AT AN ANNUAL RATE OF EIGHTEEN PERCENT (18.00 %).

3. NOTWITHSTANDING ANY PROVISIONS OF THE NOTE WHICH MAY BE OR APPEAR TO BE TO THE CONTRARY, FROM AND AFTER THE DATE OF THIS AGREEMENT AND CONTINUING UNTIL THE FULL AMOUNT OF THE PRINCIPAL INDEBTEDNESS EVIDENCED BY THE NOTE BECOMES DUE, WHETHER BY ACCELERATION OR OTHERWISE, THE MONTHLY PAYMENT OF PRINCIPAL AND INTEREST TO BE PAID BY BORROWER UNDER THE NOTE SHALL BE FOUR HUNDRED THIRTY THREE AND 82/100 DOLLARS (\$ 433.82) WITH THE FIRST SUCH PAYMENT BEING DUE OCTOBER 15, 1990.

4. THE BORROWER HEREBY ACKNOWLEDGES THAT, AS OF THE DATE OF THIS AGREEMENT, THE OUTSTANDING PRINCIPAL BALANCE OWED UNDER THE NOTE IS FORTY NINE THOUSAND ONE HUNDRED SIXTY THREE AND 14/100 49,163.14 AND THE OUTSTANDING INTEREST OWED UNDER THE NOTE WHICH IS DUE AS OF THE DATE OF THIS AGREEMENT IS Z.E.R.O. (\$ 00.00).

5. AS USED IN THE NOTE AND MORTGAGE, THE TERMS "NOTE" AND "MORTGAGE" SHALL MEAN AND INCLUDE EACH OF SAID INSTRUMENTS, RESPECTIVELY AS SUPPLEMENTED AND MODIFIED BY THIS AGREEMENT.

LEGAL FOLLOWS MORTGAGE

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EXCEPT AS EXPRESSLY SUPPLEMENTED AND MODIFIED HEREBY, THE TERMS AND PROVISIONS OF THE NOTE AND OF THE MORTGAGE CONTINUE IN FULL FORCE AND EFFECT AND EACH IS HERBY RATIFIED, ADOPTED AND CONFIRMED.

7. IF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST IN IT IS SOLD OR TRANSFERRED (OR IF A BENEFICIAL INTEREST IN BORROWER IS SOLD OR TRANSFERRED AND BORROWER IS NOT A NATURAL PERSON) WITHOUT LENDER'S PRIOR WRITTEN CONSENT, LENDER MAY, AT ITS OPTION, REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED OR CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

OLD KENT BANK - CHICAGO

BY: Robert Piekro  
ITS: VICE PRESIDENT

NOV 26 PM 2:15  
CAROL ANN WELTON  
REGISTRAR OF TITLES

DELIVER TO  
M.A.T.C. JAHNKE

3928346

3928346

1432288  
IN DUPLICATE

WITNESSES:  
Colleen Rothrock

ITS: Real Estate License Office

BORROWERS:

David J. Partida  
DAVID J. PARTIDA  
Narciso S. Partida  
NARCISO S. PARTIDA  
Sophie M. Partida  
SOPHIE M. PARTIDA

STATE OF ILLINOIS  
COUNTY OF COOK

(LENDER)

I NANCY A. MCKINNEY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE ABOVE NAMED ROBERT PIEKRO AND COLLEEN ROTHROCK OF OLD KENT BANK, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH VICE PRESIDENT AND REAL ESTATE LICENSE OFFICER 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 COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 23rd DAY OF OCTOBER, 1990.

Nancy A. McKinney  
NOTARY PUBLIC

STATE OF ILLINOIS  
COUNTY OF COOK

I, NANCY A. MCKINNEY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT DAVID J. PARTIDA AND SOPHIE M. PARTIDA PERSONALLY KNOWN TO ME TO BE THE SAME PERSON (S) WHOSE NAME (S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 23rd DAY OF OCTOBER 1990.

Nancy A. McKinney  
NOTARY PUBLIC

"OFFICIAL SEAL"  
NANCY A. MCKINNEY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 11/18/91

-90-574256

Chicago, Illinois 60602  
123 W. Madison  
Chicago, Illinois 60602  
853-1191

DEPT-01 RECORDING \$14.00  
164444 TRAN 5923 11/26/90 14:32:00  
00084 # D \* -90-574256  
COOK COUNTY RECORDER

30222530

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FIXED RATE NOTE AND MORTGAGE  
FIRST MODIFICATION AGREEMENT

90574256

EXHIBIT "A"  
LEGAL DESCRIPTION

PARCEL 1: LOT 3 IN BLOCK 4 IN HUBBARD'S SUBDIVISION OF COMMISSIONERS'  
DIVISION OF LOT 14 IN BLOCK 24 IN CANAL TRUSTEE'S  
SUBDIVISION OF THE SOUTH FRACTIONAL PART OF SECTION 29,  
TOWNSHIP 39 NORTH, RANG 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 4 IN BLOCK 4 IN HUBBARD'S SUBDIVISION OF COMMISSIONERS'  
DIVISION OF LOT 14 IN BLOCK 24 IN CANAL TRUSTEE'S  
SUBDIVISION OF SOUTH FRACTIONAL PART OF SECTION 29, TOWNSHIP  
39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PIN # 17-29-427-006 & 17-~~26~~<sup>29</sup>-427-007

COMMONLY KNOWN AS: 3017 S. POPLAR  
CHICAGO, IL. 60608

PREPARED BY: OLD KENT BANK CHGO./JO. LUNA  
SEARS TOWER  
CHICAGO, IL. 60606

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