

MODIFICATION OF AGREEMENT  
(ILLINOIS)

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CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

90324489

DEPT-01 RECORDING COOK COUNTY RECORDER  
TRAN. 1335 07/06/90 12:33:00  
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Above Space For Recorder's Use Only

This Indenture, made this 26th day of June, 1990, by and between LAKE SHORE NATIONAL BANK, a

National Banking Association, the owner of the mortgage hereinafter described, and THOMAS J. GINLEY and MARY BETH GINLEY, a husband and wife, representing themselves to be the owners of the

real estate hereinafter and in said deed described ("Owner"); WITNESSETH:

1. The parties hereby agree to modify of payment of the indebtedness evidenced by the principal promissory note or notes of THOMAS J. GINLEY and MARY BETH GINLEY, husband and wife

dated May 22, 1989 secured by a mortgage or trust deed in the nature of a mortgage registered/recorded May 31, 1990 in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in Book 9245227 at page 10 as document No. 89245227 conveying to LAKE SHORE NATIONAL BANK, a National Banking Association

certain real estate in Cook County, Illinois described as follows:

PARCEL 1: LOT 13 IN BLOCK 2 IN LINCOLNWOOD TOWERS SUBDIVISION, A SUBDIVISION OF THE EAST FRACTIONAL 1/2 OF THE SOUTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED AUGUST 12, 1940 AS DOCUMENT NUMBER 12528729, IN COOK COUNTY, ILLINOIS.  
PARCEL 2: THE NORTH 40 FEET OF THE EAST 88 FEET OF LOT 12 IN BLOCK 2 IN LINCOLNWOOD TOWERS SUBDIVISION, A SUBDIVISION OF PART OF THE EAST FRACTIONAL 1/2 OF THE SOUTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED AUGUST 12, 1940 AS DOCUMENT NUMBER 12528729, IN COOK COUNTY, ILLINOIS.  
Commonly known as: 6650 TOWER CIRCLE, LINCOLNWOOD, IL 60646  
P.I.N. 10-33-433-025 and 064

- 2. The amount remaining unpaid on the indebtedness is \$298,050.08.
- 3. Said remaining indebtedness of \$298,050.08 shall be paid in successive monthly installments of \$2,631.52 principal and interest, beginning July 26, 1990 and each month thereafter until May 26, 2004 when the balance remaining will be due and payable.
- 4. The interest rate is hereby changed to 10% per annum

and the Owner in consideration of such extension promises and agrees to pay the principal sum secured by said mortgage or trust deed as and when therein provided, as hereby extended, and to pay interest thereon until from June 26, 1990, at the rate of 10 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 10 per cent per annum, and interest after maturity at the rate of 10 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 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 the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at 605 NORTH MICHIGAN CHICAGO, ILLINOIS 60611

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 extension 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.

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

THIS LOAN IS PAYABLE IN FULL AT THE END OF 14 YEARS. AT MATURITY YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREAFTER BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WHICH MAY BE THE BANK YOU HAVE THIS LOAN FROM. AT THE END OF THE TERM OF THIS LOAN, YOU MAY HAVE TO PAY SOME OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN A NEW LOAN FROM THE SAME BANK.

Thomas J. Ginley (SEAL)  
Mary Beth Ginley (SEAL)

This Instrument was prepared by Stephen (NAME AND ADDRESS) Lake Shore National Bank  
605 North Michigan Avenue  
Chicago, Illinois 60611

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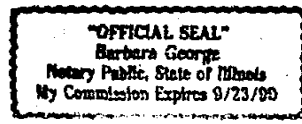
# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )  
 )

I, Barbara George  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that  
THOMAS J. GINLEY and MARY BETH GINLEY, 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 he 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 official seal this 2nd day of July 1990.

Barbara George  
Notary Public



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )  
 )

I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that he 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 official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )  
 )

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 said instrument as their own free and voluntary act and as the 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, he did affix said corporate seal to said instrument as his own free and  
voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

Box 90326489  
MODIFICATION AGREEMENT  
\_\_\_\_\_  
WITH  
\_\_\_\_\_

MAIL TO:  
\_\_\_\_\_  
90 - Typcraft Co., Inc. Chicago  
P.A.N.  
ASSOCIATION  
REGISTRATION