# UNOFFICIAL COPY 1414090

#### MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made as of the <u>IST</u> day of <u>JULY</u>, 1991 by and between, <u>JOAN PORTILLO</u>, A MARRIED WOMAN, whose address is 6 OAKBROOK CLUB DRIVE, OAK BROOK Thinois 60521 (whether one or more, and if more than one, jointly and severally being hereinafter referred to as the "Borrowers" and OLD KENT BANK N.A., a national banking association, maintaining its principal office at 105 South York Street, Elmhurst, Illinois 60126, said bank together with its successors and assigns, including each and every holder from time to time of the Note (as hereinafter defined) being hereinafter referred to as the "Mortgagee":

### WITNESSETH

WHEREAS, the Note is secured by a mortgage of even date therewith being hereinafter referred to as the "Mortgage" executed by the Borrowers creating a lien on certain real property located in COOK County, Illinois and legally described on Exhibit A attached Dereto, which Mortgage was recorded with the Recorder of Deeds for said County or NOVEMBER 13, 1990 as document number 90552809

and, MORTGACE MODIFICATION AGREEMENT DATED MAY 1, 1991 AS DOCUMENT NUMBER 91300106 AND.

WHEREAS, the Borrowers and the Mortgager desire to modify the terms for the payment of the Note as hereinafter provided.

NOW, THEREFORE, in consideration of the metual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers and the Mortgages do hereby agree as follows:

1. The principal indebtedness evidenced by the Note presently outstanding
is ONE HUNDRED NINETY-SIX THOUSAND AND NO/100-Dollars (\$1960 DF WEI BOING) \$15.29
which shall be paid as follows: TH2222 TRAD 5389 08/14/91 12:31:00
H3745 H B > 91-414090

PRINCIPAL AND INTEREST SHALL BE PAID IN FULL ON JANUARY GOOD SAMINTY OF CORDER

- 2. All references in the Mortgage to the Note shall refer to the Note as herein modified.
- 3. All references in the Note to the Mortgage shall refer to the Mortgage as herein modified.
- 4. The Borrowers hereby restate and reaffirm each and every representation, warrant, covenant and agreement contained in the note and the Mortgage as fully as if such representations, warranties, covenants and agreements were set forth herein.

Milto Old Kont Bonk 105 S. York R.C. Elmkeust, 12 Golde - Will attn Mark Bolon - Will

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- 5. Except as hereinabove modified and amended, the Note and Mortgage and all of the terms, conditions and provisions thereof, shall in all respects remain unmodified and unchanged and shall continue to serve as evidence of the indebtedness or as security for indebtedness described therein. Without limiting the generality of the foregoing, all provisions of the Note and Mortgage, as respectively amended herein, relating to the defaults in payment of principal, interest or other amounts, with respect to other defaults with respect to obligations of the Borrowers, and with respect to remedies of the Bank, shall continue to be as provided in the Note and the Mortgage, as amended herein, without change or modification.
- 6. It is the express intention and agreement of the parties hereto that neither the modification of the Note and Mortgage or any extension of the maturity of terms thereof as provided aforesaid is intended nor shall be construed as on extinguishment, revocation, satisfaction or discharge of any of the liabilities or obligations under the Note and the Mortgage, or any guaranty thereof. The execution of this Agreement by the Mortgagee shall not be deemed to be a waiver of too rights under any other agreement, note, mortgage, trust deed, security agreement, assignment instrument, guaranty or other document on the part of the Mortgager in exercising any right nor shall operate as a waiver of such right or any other rights. A waiver and revocation shall not be construed as a bar or waiver of any right or remedy on any future occasion. All of the Mortgagee's rights and remedies whether evidenced by the Mortgage hereby or by any other agreement, guarinty, mortgage, trust deed, note, security agreement, assignment, instrument or other document shall be cumulative and in addition to all other rights and remeates granted to the Mortgagee at law or in equity and may be exercised from time to time as often as deemed expedient by the Mortgagee. The obligations of the Borrowers hereunder shall be joint and several.

IN WITNESS WHEREOF, the Mortgagee and Borrowers have affixed their hands and seals as of the 1ST day of JULY, 1/91

BORROWERS:
JOAN PORTILLO

MORTGAGEE:

OLD KENT BANK /N.A.

Bv:

LEE L. RODRIGUEZ

ITS: VICE PRESIDÉNT

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### EXHIBIT "A"

LOTS 3, 4, 5, 6, AND 7 IN VOLK BROTHERS THIRD ADDITION TO SCHILLER PARK BEING A SUBDIVISION OF PART OF LOT 2 IN SUBDIVISION OF THE SOUTH WEST FRACTIONAL SECTION 15. TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THAT PART OF THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE WISCONSIN CENTRAL RAILROAD RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 8201231 IN COOK COUNTY, ILLINOIS.

LOT 2/ #12-15-303-013 P.I.N.# 5/ #12-15-303-015 OR ROAD,

OCOUNTY CRAYS OFFICE 4/ 012-15-303-014 6 & 7/ #12-15-303-016

COMMON ADDRESS: 4318 FEVER ROAD, SCHILLER PARK, U.

THIS INSTRUMENT WAS PREPARED BY CLIFFORD SCCTT - RUDNICK C/O OLD KER! Alk N.A., 105 S YOCK RD ELMHURST, ILLIHOIS 60126

foregoin

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State of Illino.

therein set forth.

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XX personally known t	to me to be the same persons whose names are subscribed to the for
natrument as such	and she respectively, apperared beformed acknowledges that they signed and delivered the said instruments
e this day in person	and acknowledges that they signed and delivered the said instrume
m their own iree and urposes therein set f	voluntary act of saidas aforesaid, for the uses a
	under my hand and Notorial Seal this lst day of July , i
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	MIGHTED R Daniehillioners and ware
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STATE OF TETTIONS	)35.
COUNTY OF DU PAGE	), )
I, Maureen R.	Parchuk , a Notary Public in and for said County in the
Stata aforesaid, do	hereby certify that Lee L. Rodriguez Vice President
of Old Kent Bank N.	A., all of said Bank who
WER DRESOUGHTLY FIRMAL	hereby certify that Lee L. Rodriguez Vice President  A., and to me to be the same persons whose names are subscribed to
WER DRESOUGHTLY FIRMAL	) to me to de the abme dersona vhoae namee are eucassined pa
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GIVEN under my hand and Notarial Seal this \_\_\_\_\_ Jay of \_\_\_\_\_\_, 19\_\_\_.

Notary Public