

# UNOFFICIAL COPY Modification Agreement

Loan No. 5370-3

13<sup>00</sup>

WHEREAS

**SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION**

loaned **BANK OF CHICAGO/GARFIELD RIDGE F/K/A GARFIELD RIDGE TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1984 AND KNOWN AS TRUST NUMBER 84-4-4**

the sum of One Hundred Thousand and No/100 Dollars

(\$100,000.00), as evidenced by a note and mortgage executed and delivered on January 20, 1981 which mortgage is duly recorded in the public records in the jurisdiction where the mortgaged property is located, which note and mortgage are hereby incorporated herein as a part of this instrument, and recorded as Document #25756975

WHEREAS, the undersigned, owner of said premises, has found it necessary and does hereby request a modification of the terms of said loan for the following reasons:

- \* To amend the interest rate from 11.25% to 10.00%.
- \* To amend the principal and interest payment from \$848.51 to \$696.29, beginning November 1, 1991.
- \* To establish a late charge of \$34.81 (5% of the principal and interest payment).
- \* To amend the term of loan from May 1, 1991 to May 1, 2009.
- \* All other conditions remain the same.
- \* SEE REVERSE SIDE FOR LEGAL DESCRIPTION

AND WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter;

THEREFORE, it is hereby agreed that, as of the date of this Agreement, the unpaid balance of said indebtedness is

Sixty Nine Thousand Fifty and 06/100 Dollars (\$69,050.06)

all of which the undersigned promises to pay with interest at 10.00 % per annum until paid, and that the

same shall be payable Six Hundred Ninety Six and 29/100 Dollars (\$696.29)

per month beginning on the First day of November 19 91, to be applied first to interest,

and balance to principal, plus a sum estimated to be sufficient to discharge taxes and insurance obligations (which estimated sum may be adjusted as necessary) and that in all other respects said mortgage contract shall remain in full force and effect.

Signed, sealed and delivered this 24th day of September 19 91

**SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION**

\* BANK OF CHICAGO/GARFIELD RIDGE As Trustee Under TRUST #84-4-4, DATED 4/1/84 and not individually.

By Belles Rodriguez  
Authorized Signature

Joseph J. Baran (SEAL)  
Trust Officer

ATTEST: Mary Ann Dybala  
Secretary

ATTEST: John J. Morarty (SEAL)  
Assistant Vice President

\*Note: Strike out words "for the following reasons:" if not applicable.

### CONSENT TO LOAN MODIFICATION

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing loan modification.

x Raymond Dybala (SEAL)  
Raymond Dybala  
x Mary Ann Dybala (SEAL)  
Mary Ann Dybala

(NOTE: The above loan modification agreement, when signed, would be good only as against the present obligor or obligors. If it is desired to hold an endorser, guarantor, or other secondary party, including an original unreleased borrower, the above consent should be executed.)

THIS INSTRUMENT WAS PREPARED BY:  
**SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION**  
4062 Southwest Highway  
Hometown, Illinois 60456  
ATTN: Cynthia Beilke

E 30/583-2  
\*EXONERATION PROVISION RESTRICTING ANY LIABILITY OF BANK OF CHICAGO / GARFIELD RIDGE STATED ON THE REVERSE SIDE HEREOF IS HEREBY EXPRESSLY MADE A PART HEREOF.

91508870

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS

1991 OCT -1 PM 1: 20

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This document is signed by BANK OF CHICAGO / GARFIELD RIDGE, not individually but solely as Trustee under Trust Agreement mentioned in said document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon BANK OF CHICAGO / GARFIELD RIDGE personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of BANK OF CHICAGO / GARFIELD RIDGE is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only, and shall not in any way be considered the responsibility and liability of BANK OF CHICAGO / GARFIELD RIDGE. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by BANK OF CHICAGO / GARFIELD RIDGE as Trustee.

02880516

PERMANENT INDEX NO.

19-08-343-027

6165 South Archer Avenue  
Chicago, Illinois 60638

PROPERTY ADDRESS

Lots 6, 7 and 8 in Block 8 in Frederick H. Bartlett's Eighth Addition to Bartlett Highlands, a subdivision of the East 1/2 of the East 1/2 of the Southwest 1/4 of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

LEGAL DESCRIPTION