

UNOFFICIAL COPY

MODIFICATION AGREEMENT

Box

91516510

Property of Cook County Clerk's Office

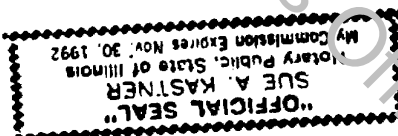
Notary Public

19

GIVEN under my hand and official seal this _____ day of _____ 19____. I, _____, President of _____, 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 same instrument as their own 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, for the uses and purposes therein set forth, I have set forth; and the said Secretary then and there acknowledged that, as custodian of the corporate seal of said Corporation, for the uses and purposes therein set forth.

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT

STATE OF _____ COUNTY OF _____



Notary Public

Sue A. Kastner

19 91

GIVEN under my hand and official seal this 1st day of July 19____. I, _____, Vice President of _____, Trust Officer and Sandra Steffens, Trust Officer and _____, President of _____, Trust Officer and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as their own free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that, as custodian of the corporate seal of said Corporation, for the uses and purposes therein set forth, I have set forth.

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT

STATE OF Illinois COUNTY OF Cook

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IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this Indenture the day and year first above written. For executory provisions see rider to the Cosmopolitan Bank and Trust Successor Trust Agreement dated 3/11/69 as Trust #18380, not personally, but as trustee.

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.

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 modification had not been granted.

3. Said remaining indebtedness of \$93,806.86 shall be paid on or before October 25, 1991 and the Owner in consideration of such modification promises and agrees to pay the principal sum secured by said mortgage or trust deed as and when therein provided, as hereby modified, and to pay interest thereon until 10/25, 1991, at the rate of 11.0 per cent per annum, and thereafter until maturity of said principal sum as hereby modified, at the rate of 14.0 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 date thereof, or the equivalent in the 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 said principal note or notes may from time to time in writing appoint, and in default of such appointment then at Wheeling, Illinois.

2. The amount remaining unpaid on the indebtedness is \$93,806.86.

91516540
P.I.N. 17-30-407-047
Lot 46 in Block 3 in Fullerton's second Addition to Chicago, being a part of the South East Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Cook County, Illinois - described as follows:
First Colonial Bank Northwest
certain real estate in
page N/A as document No. 90593339 conveying to N/A in N/A of N/A at
Titles/Recorder of Cook County, Illinois, in the office of the Registrar of
mortgage registered/recorded 12/06, 1990, secured by a mortgage or trust deed in the nature of a
dated 10/25, 1990, secured by a mortgage or trust deed in the nature of a
First Colonial Bank Northwest

1. The parties hereby agree to modify the time of payment and interest rate of the indebtedness evidenced by the principal promissory note or notes of
WITNESSETH:
representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),
Alex M. Vertilio
mortgage or trust deed hereinafter described, and
First Colonial Bank Northwest
the owner of the
This Indenture, made this 11th day of June, 1991, by and between

91516540
COOK COUNTY RECORDER
#8705 # 21-516540
MODIFICATION AGREEMENT (ILLINOIS)
DEPT-61 RECORDINGS
140886 TRIN 8212 18/03/91 15:06:00
\$13.00

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Modification Agreement

Cosmopolitan Bank and Trust

This ~~instrument~~ is executed by ~~THE COSMOPOLITAN NATIONAL BANK OF CHICAGO~~ OF CHICAGO not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such Trustee (and said ~~THE COSMOPOLITAN NATIONAL BANK~~ BANK and Trust ~~OF CHICAGO~~ hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said ~~THE COSMOPOLITAN NATIONAL BANK OF CHICAGO~~ AND TRUST, either individually or as Trustee aforesaid, personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained all such liability if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as ~~THE COSMOPOLITAN NATIONAL BANK~~ BANK AND TRUST ~~OF CHICAGO~~ either individually or as trustee as aforesaid, or its successors, personally are concerned, the legal holder or holders shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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