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NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS NOTE AND MORTGAGE MODIFICATION AGREEMENT (the "Agreement") is made as of this 15th day of October, 1991, ("Effective Date") by and between:

COLONIAL BANK

An Illinois banking corporation and the owner of the mortgage on the land hereinafter described ("Colonial Bank"), and
First National Bank of Chicago, Trustee u/t/a dated 9/16/86
Liquia Trust No. ~~AB-3081-00~~ representing him/her/itself or selves
as one the owner or owners of the real estate hereinafter
described ("Owner").

WHEREAS, on October 28, 1986, for full value received, Owner executed and delivered to Colonial Bank, a certain Promissory Note for the principal amount of One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) (the "Note"), made payable to Colonial Bank, to cause the payment of said Note by means of the Colonial Bank's certain Mortgage on Trust Deed on the above Mortgaged ("Mortgage"), which was recorded in the office of the Recorder of Deeds or Registrar of Titles of Cook County, Illinois, as Document No. 86545429, reciting certain facts set forth as follows:

Lot 1 (consisting of South 29 Feet thereof) in Block 2 in Section Twenty Street Addition of 748 1/2 Feet North of and adjoining to Lot 2, 748 1/2 Feet of the part of the Southeast 1/4 of Section 14 Township 40 North Range 13 East of the Third Principal Meridian lying between Chicago, Milwaukee and St. Paul Railroad and Center of North 64th Avenue in Cook County, Illinois.

Permanent Address: 3100 N. Dearborn, Chicago, IL
Commonly Known as: 3162 N. Dearborn, Chicago, IL

WHEREAS, the parties agree to the following documents in connection with the Mortgage referred above, and recorded as stated below, to constitute an instrument of Deeds recorded on 10/17/86 as Document No. 86545429:

WHEREAS, Colonial Bank and Owner wish to modify the Note and Mortgage set forth in the terms and conditions which follow:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Colonial Bank and Owner hereby agree that the Note and Mortgage shall hereby be modified as follows (leaving out all paragraphs which are being deleted):

1. Outstanding indebtedness. As of the Effective Date, the outstanding indebtedness on the Note is \$154,807.57, plus accrued interest.

2. Payment of Note. The payment of the note will be made in monthly installments for payment of the indebtedness to and including December 1, 1996, with payments as follows in each month:

Interest rate. The parties hereby agree to change the current annual interest rate on the Note to 10.25% per annum, effective January 1, 1992, to 13.25% per annum, with such rate to increase annually thereafter.

Additional funds. Colonial Bank agrees to add additional funds to the Note and Mortgage. Colonial Bank agrees that such additional funds shall be added to and

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that such sum shall be paid to the Plaintiff
and her or his attorney at law, and that the
said Attorney's costs and expenses, including
attorneys' fees, shall be paid by the Plaintiff.
~~Plaintiff, Plaintiff, Plaintiff, Plaintiff,~~

The Plaintiff hereby agrees to pay to the Plaintiff
of \$1,000.00, which amount shall be paid to the Plaintiff
as hereinabove set forth, and the Plaintiff
hereby agrees to pay to the Plaintiff the sum
hereby and found in the judgment recovered by the Plaintiff
but if that cannot be done, Plaintiff shall pay to the Plaintiff
legal tender at the time of the judgment
date or such other date as the Plaintiff may
choose. The Plaintiff further agrees to pay to the Plaintiff
any and all legal expenses, costs and attorney
fees, and to pay to the Plaintiff the amount of
any and all interest on account of such amount
and to default of such payment to the Plaintiff.

Plaintiff also agrees to pay to Plaintiff
such additional funds as may be necessary
to a Settlement such additional funds
as may be necessary to pay Plaintiff the amount
of the judgment.

The Plaintiff further agrees to pay to Plaintiff
the amount of the judgment and interest thereon
and any other expenses and attorney fees
incurred by Plaintiff in the prosecution
and collection of the Plaintiff's claim
against Plaintiff and Plaintiff's
attorneys, and Plaintiff further agrees
to pay to Plaintiff the amount of
any and all interest on account of
such amount and to default of such payment
to Plaintiff.

Plaintiff further agrees to pay to Plaintiff
the amount of the judgment and interest thereon
and any other expenses and attorney fees
incurred by Plaintiff in the prosecution
and collection of the Plaintiff's claim
against Plaintiff and Plaintiff's
attorneys, and Plaintiff further agrees
to pay to Plaintiff the amount of
any and all interest on account of
such amount and to default of such payment
to Plaintiff.

COLONIAL BANK AND TRUST COMPANY OF CHICAGO
100 N. LaSalle Street, Chicago, Illinois
Plaintiff, Plaintiff, Plaintiff, Plaintiff,

IN WITNESS WHEREOF

OWNER: *John C. Jones*
John C. Jones, President, but solely as Trustee of the
La Salle National Trust Fund, Successor Trustee to
La Salle National Bank, successor to the Trustee of the
Northwest National Bank, formerly known as
Northwest National Bank of Chicago

Attest: *Orlene M. Schmelzle*
Assistant Secretary

John C. Jones
Assistant Vice President

* La Salle National Trust Fund, Successor Trustee to
La Salle National Bank, successor to the Trustee of the
Northwest National Bank, formerly known as
Northwest National Bank of Chicago

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rein.

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STATE OF ILLINOIS
1 SS.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State of Illinois, DO HEREBY CERTIFY that John C. Power, Trust Officer, and Arlene M. Schmelka, Assistant Secretary of NORTHWEST NATIONAL BANK OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Trust Officer and Asst. Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument in their own free and voluntary act and as the free and voluntary act of said Banking Corporation, for the uses and purposes therein set forth; and the said Asst. Secretary, as custodian of the corporate seal of said Banking Corporation caused the corporate seal to be affixed to said instrument as their own free and voluntary act and as the free and voluntary act of said Banking Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of October 1991.

NOTARY PUBLIC

COLONIAL BANK:

By: Barbara A. Bernardini
Its: Vice President

Eugenie Boisvert
NOTARY PUBLIC

My commission expires:
OFFICIAL SEAL
EUGENIE BOISVERT
Notary Public, State of Illinois
My Commission Expires 2-28-92

ATTEST: *M. A. Sykes*
Its: Asst. Vice President

State of Illinois
1 SS.
County of Cook

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The undersigned, a Notary Public in and for the County and State of Illinois, DOES HEREBY CERTIFY, that the above named **Barbara A. Bernardini**, Vice President and **Michael A. Sykes**, **Asst. Vice President** of COLONIAL BANK, 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 said Vice President, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Vice President's own free and voluntary act and as the free and voluntary act of said Corporation.

GIVEN under my hand and Notary Seal this 7th day of November 1991.

NOTARY PUBLIC

My commission expires:

This instrument was prepared by and return to: Sonia Vali, Colonial Bank, 5250 W. Belmont Ave., Chicago, Illinois 60634.

DEPT-01	\$16.00
T\$7777 TRAN 1444 11/19/91 10:09:00	
\$0500 # G *-91-607839	
COOK COUNTY RECORDER	

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RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED 10-15-91 UNDER TRUST NO. 26-1081-00

This Mortgage or Trust Deed in the nature of a mortgage is executed by LASALLE NATIONAL and authority conferred upon but as Trustee under Trust No. ~~26-1081-00~~ by LASALLE NATIONAL TRUST, N.A. hereby and vested in it as such Trustee (and said LASALLE NATIONAL instrument expressly understood and agreed that nothing contained herein or in the exercise of the power given to evidence of full power and authority to execute the instrument) instrument given to evidence that nothing contained herein or in the note, or in any other liability on the part of said mortgagor or grantor, or on said LASALLE NATIONAL as creating any personally to pay said note or any interest that may accrue thereafter, or any indebtedness accruing hereunder, or to perform any interest that may accrue thereafter claiming any right or security if any, being hereby expressly waived by the mortgagee or trustee shall be construed as creating any owners or holders of the note, and by every person now or hereafter claiming any indebtedness accruing hereunder; and that so far as the mortgagor or grantor under said Trust Deed, the legal indebtedness accruing hereunder, the legal holders of the note and the owner or owners of any N.A. personally are concerned, the payment thereof shall be made solely to the trustee and the LASALLE NATIONAL TRUST, trustee will not warrant or defend title to the property against all claims and demands.

incorporated the
attached exhibits

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