

MODIFICATION AGREEMENT

THIS INDENTURE, made November 1, 1991, by and between GARY-WHEATON BANK, NATIONAL ASSOCIATION (First Party), which is the owner of the Mortgage hereinafter described, and VICTORIA TIMONERA AND PRECIOSO (Second Party) who are the titleholders of the real estate hereinafter and in said Mortgage described, WITNESSETH:

1. The parties hereby agree to modify the terms of repayment of the indebtedness evidenced by the Installment Note for FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) dated July 8, 1986 which is secured by the Mortgage of even date herein referred to and recorded on July 30, 1986 in the Recorder's Office of Cook County, Illinois, as Document No. 86325214, and subsequent Modification Agreement dated August 1, 1991 and recorded on August 22, 1991 in the Recorder's Office of Cook County as Document No. 91440348, under which the Mortgagor mortgages to GARY-WHEATON BANK, NATIONAL ASSOCIATION certain real estate situated in the County of Cook, State of Illinois, described as follows:

LOT 23 IN BLOCK 4 IN J.E. WHITE'S FIRST DIVERSEY PARK ADDITION A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 5518 West Diversey, Chicago, Illinois.

P.I.N.: 13-28-125-033-0000

2. Current principal amount remaining unpaid on the indebtedness is THIRTY-TWO THOUSAND THREE HUNDRED NINETY-THREE AND 99/100 (\$32,393.99) DOLLARS.

3. Said unpaid indebtedness of \$32,393.99 and interest on the balance of principal remaining from time to time unpaid, at the rate of 12.00% per annum shall be paid in installments as follows:

Beginning December 1, 1991, principal and interest payments of \$465.00 plus a tax escrow payment will be due and on the first day of every month thereafter until February 1, 1992, which is the maturity date. All such payments on account of the indebtedness evidenced by said Note shall first be applied to interest on the unpaid balance and the remainder to principal.

4. If any part of said indebtedness or interest thereon be not paid as herein provided, or if default in the performance of any other covenant of the Mortgage shall continue for three (3) days, the entire principal sum remaining unpaid together with the then accrued interest shall, without notice, at the option of the holder of said Installment Note become and be due and payable, in the same manner as if said modification had not been granted.

5. This Agreement is supplementary to said Mortgage, said Modification Agreement, and to the Assignment of Rents dated July 8, 1986 and recorded as Document Number 86325215. All the provisions thereof and of the Installment Note including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Installment Note shall remain in full force and effect.

91607990

SEPT-01 \$15.00  
147770 TRAN 1991 11/19/91 13:43:00  
#0854 \* -91-607990  
COOK COUNTY RECORDER

1500/e

UNOFFICIAL COPY

Property of Cook County Clerk's Office

91000 0



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, Susan Gayle Ter Bush, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael F. Moore, Vice President of Gary-Wheaton Bank, National Association, and Jody L. Jordan, Real Estate Loan Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments such Vice President and R.E.L.O. appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as the free and voluntary act of said bank, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of November, 1991.

*Susan Gayle Ter Bush*  
Notary Public  
Susan Gayle Ter Bush

My Commission Expires \_\_\_\_\_



This document prepared by  
and to be delivered to:

Jody L. Jordan  
Gary-Wheaton Bank  
120 E. Wesley Street  
Suite #2029  
Wheaton, IL 60187

91607990