### LOAN MODIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into as of December 1, 1991, by and between MID TOWN BANK AND TRUST COMPANY OF CHICAGO, an Illinois corporation ("BANK"), CHICAGO TITLE AND TRUST COMPANY ("TRUSTEE") LEONARD CERULLO AND CHERYL CERULLO, HIS WIFE ("BOODDOWEDGE") HIS WIFE, ("BORROWERS").

3.

- The BORROWERS have heretofore executed a Principal Note dated October 3, 1988 in the principal amount of Two Hundred Eight Thousand and 00/100 (\$208,000.00) Dollars ("NOTE"), of which the BANK is presently the holder; WREREAS:
  - The NOTE is secured by a Trust Deed dated October 3, 1988 and recorded in the Recorders Office of Cook County, Illinois as document number 88546892 ("TRUST DEED"), conveying to TRUSTEE certain real estate described in Exhibit "A" attached hereto and by this reference incorporated herein ("REAL ESTATE"):
    - The NOTE is further secured by an Assignment of Rents of even date therewise and recorded in the Recorders Office of Cook County, Illinois and recorded in the Recorders Office of Cook County, Illinois and recorded in the Recorders Office of Cook County, Illinois and country to the PRAIL ESTATE. rents and profits from the REAL ESTATE;
  - The BANK has disbursed to BORROWER the sum of Two Hundred Eight Thousand and 00/100 (208,000.00) Dollars which amount represents the entire principal sum of the indebtedness evidenced by the NOTE; 4.
  - The interest rute evidenced on said NOTE is 10.125% per annum;
  - The BORROWERS desire to amend the loan amount, interest rate, maturity date and repayment terms evidenced by the NOTE; 5. 6.
  - The BANK has agreed to such modification pursuant to the terms and november 4, 1991 of the BANK dated November 4, 1991

NOW THEREFORE, notwithstanding anything contained in the NOTE, TRUST DEED, and ASSIGNMENT OF RENTS, and in conside atlon of the mutual covenants, conditions, and premises contained herein, the PARTIES HERETO AGREE AS FOLLOWS:

- The principal amount evidenced by the NOTE as of this date is ONE HUNDRED SEVENTY THOUSAND AND 00/10 (\$170,000.00) Dollars. A.
- The interest rate evidenced by NOTE as of this date is 7.50% per annum;
- Principal and Interest payments of Five 'how and Two Hundred Eighty-Eight and 06/100 (\$5,288.06) Dollars are due mon'hly beginning the first day of January, 1992 and are due on the 1st day of each and every month thereafter until the maturity date stated herein; в. C.
- The maturity date of the loan is hereby amended condember 1, 1994;
- Except as modified herein, the terms, covenants and conditions of the TRUST DEED and ASSIGNMENT OF RENTS shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the in full force and effect. In the event of the NOTE and, or TRUST DEED and terms of this agreement and the terms of the NOTE and, or TRUST DEED and terms of this agreement and the terms shall control. D. Ε.
- The lien of the TRUST DEED and ASSIGNMENT OF RENTS are herely modified as security for the payment of the principal sum evidenced by the NOTE and security for the payment of the principal sum evidenced by amended by this MODIFICATION AGREEMENT. F.
- This agreement shall be governed by and construed under the law of the State of Illinois.

mail To: MID Town Bank OUAn: Brenda Anderson 2021 N. Clark St. Cugo 11 60614

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and the year first written above.

MID TOWN BANK AND TRUST COMPANY OF CHICAGO ("BANK")

My commission expires: OFFICIAL SEA JILL E. BISHOP W SUBLIC STATE OF BLINGS HY COMMESSION END. JAN. 8,1994

Carmen Rosario, Assistant Secretary BORROWER: Leonard Cerullo Cheryl Carullo TITLE AND TRUST COMPANY OF CHICAGO ("TRUSTEE") STATE OF ILLINOIS COUNTY OF COOK I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Mary C. Sweeney, Vice President of Mid Town Bank and Trust Company of Chicago, an Illinois corporation, and Carmen Rosario, Assistant Secretary of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such wing President and Assistant Secretary respectively, appeared before me this day the same persons whose names are subscribed to the foregoing instrument as such vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and at the free and voluntary acts of said corporation, for the uses and purposes their set forth; and the Assistant secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affir said corporate seal to said instrument as her own free and voluntary act, and as the free and voluntary act of said corporation. for the uses and purposes therein set forth. +/C/+SO/\*(S1681504 of said corporation, for the uses and purposes the coin set forth. Given under my hand and Notarial Seal this December 1/1991.

bush

## UNOFFICIAL GOPY

STATE OF ILLINOIS COUNTY OF COOK I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Leonard Cerullo and Cheryl Cerullo, are 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 they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this December 1, 1991. UC E. My commission expires; HOTARY PUBL<sup>1</sup>, 4TA) <sup>1</sup> OF BLINOIS THY COLUMN BL., JAN. 8,1994 STATE OF ILLINOIS ) COUNTY OF COOK I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY C'R'IFY, that LAWRENCE of aforesaid, DO HEREBY CAR'IFY, that LAVERNE LAWRENCE of Chicago Title and Trust Company, an Illinois corporation, and of said Illinois corporation, personally known to me to be the same persons of large corporation of the foregoing instrument as such the corporation of the said instrument as their own free and voluntary ac s, and as the free and voluntary acts of said corporation, for the uses and purpose therein set forth; and the large corporate seal of said corporation did affix said corporate seal to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 1st day of December, 1991. Notary Public My commission expires: "OFI ICIAL PEAL"

Karen Heighton
Notary Public, Start fillinois
My Commission Entre 71995

## **UNOFFICIAL COPY**

### EXHIBIT "A"

### LEGAL DESCRIPTION:

UNIT 6603 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 175 EAST DELAWARE PLACE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22434263, AS AMENDED, IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PERMANENT INDEX NUMBER:

17-03-220-020-1404

PROFFATY COMMONLY KNOWN AS:

MONLY KNOb.

AWARE, \$6603, Ch.

91681504 175 E. DEJAWARE, #6603, CHICAGO, ILLINOIS