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## MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made as of the 1ST day of MAY, 1991 by and between, JOAN PORTILLO, A MARRIED WOMAN whose address is 6 OAKBROOK CLUB DRIVE, OAK BROOK Illinois 60521 (whether one or more, and if more than one, jointly and severally being hereinafter referred to as the "Borrowers" and OLD KENT BANK N.A., a national banking association, maintaining its principal office at 105 South York Street, Elmhurst, Illinois 60126, said bank together with its successors and assigns, including each and every holder from time to time of the Note (as hereinafter defined) being hereinafter referred to as the "Mortgagee";

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### WITNESSETH

#132 # B \* - 91-300106

WHEREAS, the Mortgagee has heretofore loaned the Borrowers the principal sum of TWO HUNDRED THOUSAND AND NO/100-----Dollars (\$200,000.00) which loan is evidenced by a promissory note being hereinafter referred to as the "Note", dated as of NOVEMBER 9, 1990 executed by Borrowers and payable to the order of the Mortgagee, with final payment due on MAY 1, 1991.

COOK COUNTY RECORDER

WHEREAS, the Note is secured by a mortgage of even date therewith being hereinafter referred to as the "Mortgage" executed by the Borrowers creating a lien on certain real property located in COOK County, Illinois and legally described on Exhibit A attached hereto, which Mortgage was recorded with the Recorder of Deeds for said County on NOVEMBER 13 1990 as document number 90552809 and,

WHEREAS, the Borrowers and the Mortgagee desire to modify the terms for the payment of the Note as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers and the Mortgagee do hereby agree as follows:

1. The principal indebtedness evidenced by the Note presently outstanding is ONE HUNDRED NINETY-SIX THOUSAND AND NO/100 Dollars (\$ 196,000.00) which shall be paid as follows:

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PRINCIPAL AND INTEREST SHALL BE PAID IN FULL ON JULY 1, 1991

2. All references in the Mortgage to the Note shall refer to the Note as herein modified.

3. All references in the Note to the Mortgage shall refer to the Mortgage as herein modified.

4. The Borrowers hereby restate and reaffirm each and every representation, warrant, covenant and agreement contained in the note and the Mortgage as fully as if such representations, warranties, covenants and agreements were set forth herein.

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5. Except as hereinabove modified and amended, the Note and Mortgage and all of the terms, conditions and provisions thereof, shall in all respects remain unmodified and unchanged and shall continue to serve as evidence of the indebtedness or as security for indebtedness described therein. Without limiting the generality of the foregoing, all provisions of the Note and Mortgage, as respectively amended herein, relating to the defaults in payment of principal, interest or other amounts, with respect to other defaults with respect to obligations of the Borrowers, and with respect to remedies of the Bank, shall continue to be as provided in the Note and the Mortgage, as amended herein, without change or modification.

6. It is the express intention and agreement of the parties hereto that neither the modification of the Note and Mortgage or any extension of the maturity or terms thereof as provided aforesaid is intended nor shall be construed as an extinguishment, revocation, satisfaction or discharge of any of the liabilities or obligations under the Note and the Mortgage, or any guaranty thereof. The execution of this Agreement by the Mortgagee shall not be deemed to be a waiver of its rights under any other agreement, note, mortgage, trust deed, security agreement, assignment instrument, guaranty or other document on the part of the Mortgagee in exercising any right nor shall operate as a waiver of such right or any other rights. A waiver and revocation shall not be construed as a bar or waiver of any right or remedy on any future occasion. All of the Mortgagee's rights and remedies whether evidenced by the Mortgage hereby or by any other agreement, guaranty, mortgage, trust deed, note, security agreement, assignment, instrument or other document shall be cumulative and in addition to all other rights and remedies granted to the Mortgagee at law or in equity and may be exercised from time to time as often as deemed expedient by the Mortgagee. The obligations of the Borrowers hereunder shall be joint and several.

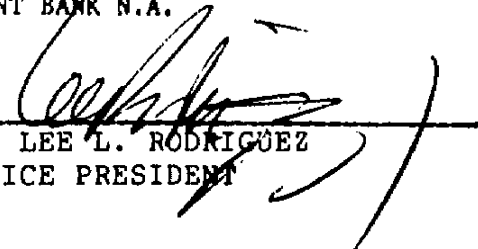
IN WITNESS WHEREOF, the Mortgagee and Borrowers have affixed their hands and seals as of the 5TH day of MAY, 1991

BORROWERS:

  
\_\_\_\_\_  
JOAN PORTILLO

MORTGAGEE:

OLD KENT BANK N.A.

By:   
\_\_\_\_\_  
LEE L. RODRIGUEZ  
ITS: VICE PRESIDENT

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Additional faint, illegible text, possibly a concluding paragraph or signature area.

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ENCLOSURE

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## EXHIBIT A

LOTS 3, 4, 5, 6, AND 7 IN VOLK BROTHERS THIRD ADDITION TO SCHILLER PARK BEING A SUBDIVISION OF PART OF LOT 2 IN SUBDIVISION OF THE SOUTH WEST FRACTIONAL SECTION 15, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THAT PART OF THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE WISCONSIN CENTRAL RAILROAD RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 8201231 IN COOK COUNTY, ILLINOIS.

P.I.N.# LOT 3/ #12-15-303-013 5/#12-15-303-015  
4/ #12-15-303-014 6 & 7/ 12-15-303-016

COMMON ADDRESS: 4318 RIVER ROAD, SCHILLER PARK IL

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THIS INSTRUMENT WAS PREPARED BY  
CLIFFORD SCOTT - RUDNICK  
c/o OLD KENT BANK N.A.  
ELMHURST, ILLINOIS 60126

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COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, IL 60602  
TEL: 312.603.4000 FAX: 312.603.4001  
WWW.COOKCOUNTYCLERK.COM

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State of Illinois

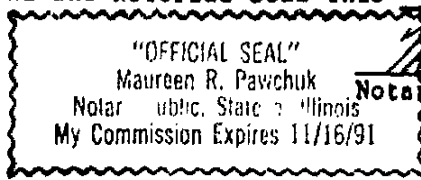
) ss. 9 1 3 0 0 1 0 6  
)

County of DuPage

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that JOAN PORTILLO, A Married Woman of Oak Brook, IL

are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ she \_\_\_\_\_, respectively, appeared before me this day in person and acknowledges that they signed and delivered the said instrument as their own free and voluntary act of said \_\_\_\_\_ as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of May, 1991.

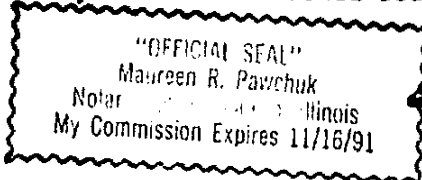


*Maureen R. Pawchuk*  
Notary Public

STATE OF ILLINOIS )  
) ss.  
COUNTY OF DUPAGE )

I, Maureen R. Pawchuk, a Notary Public in and for said County in the State aforesaid, do hereby certify that LEE L. RODRIGUEZ, Vice President of Old Kent Bank N.A., XMB of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ he \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said bank as aforesaid, for the uses and purposes therein set forth; and the said \_\_\_\_\_ then and there acknowledged that (he) (she), as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as (his) (her) own free and voluntary act and at the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of May, 1991.



*Maureen R. Pawchuk*  
Notary Public

STATE OF ILLINOIS )  
) ss.  
COUNTY OF )

91300106

I, \_\_\_\_\_, a Notary Public in and for said County and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged he signed and delivered the said instrument at his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public

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