

After recording, MAIL TO:
CONTINENTAL BANK N.A.
231 SOUTH LA SALLE ST.
CHICAGO, ILLINOIS 60697
C. MEIER, P/B, 10th Fl.

THIS INSTRUMENT PREPARED BY:
LEONARD S. DIORIO, Esq.
231 South La Salle Street
Chicago, Illinois 60697

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MODIFICATION AND EXTENSION AGREEMENT

BOX 333 - TH

\$ 16.00

THIS MODIFICATION AND EXTENSION AGREEMENT ("Agreement") is made as of the first day of October, 1990, by and between Mortgagor, JOHN D. SEYMOUR and JANIS J. GOMIEN, Husband and Wife ("Borrower") and CONTINENTAL BANK N.A., formerly known as Continental Illinois National Bank and Trust Company of Chicago, a national banking association ("Bank").

RECITALS:

WHEREAS, Borrower is the maker of a certain Three-year Balloon Note ("Note") dated October 1, 1987, in the original principal amount of THIRTY SIX THOUSAND AND NO/100THS (\$36,000.00) DOLLARS due and payable to the order of the Bank on November 1, 1990; and

WHEREAS, Borrower is and remains liable upon the Note; and

WHEREAS, the Note is secured by a certain Mortgage, ("Mortgage") dated October 1, 1987, recorded on October 2, 1987, as Document No. 87537429 in the Office of the Recorder of Deeds of Cook County, Illinois, and encumbering the real estate described as follows:

Unit #2008 in One East Scott Street Condominium, as delineated on a survey of the following described real estate: Lots 6 to 9 in Block 10 in H. O. Stone's Subdivision of Astor's Addition to Chicago, in Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium, recorded as Document No. 24542367, together with its undivided percentage interest in the common elements, in Cook County, Illinois, having a common street address of One East Scott, Unit #2008, Chicago, Il. 60610 and a P.I.N 17-03-112-033-1201; and

WHEREAS, the Note and Mortgage are presently owned and held by Bank; and

WHEREAS, the principal sum remaining unpaid on the Note as of the date hereof is THIRTY FIVE THOUSAND THREE HUNDRED FIFTY TWO AND 19/100THS DOLLARS (\$35,352.19); and

WHEREAS, Borrower has requested that Bank extend the maturity date of the indebtedness evidenced by the Note and secured by the Mortgage, and reduce the interest rate and Bank is willing to do so subject to the terms, provisions and conditions hereinafter contained, and Borrower and Bank have agreed to amend and modify the Note and Mortgage in the manner and to the extent hereinafter set forth.

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NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto agree as follows:

1. The balance of principal remaining unpaid upon the Note at the date hereof is \$35,352.19, and the interest at the rate set forth in the Note has been paid to Bank through October 1, 1990.

2. The rate of interest due on the principal remaining unpaid upon the Note shall be reduced to 9.50%.

3. The monthly payment, commencing as of November 1, 1990, is reduced to \$303.25.

The balance of principal remaining unpaid on the Note, together with all accrued and unpaid interest at the rate of 9.50% thereon, shall be due and payable on November 1, 1993 (the "New Maturity Date") and the maturity date of the Note and Mortgage is hereby extended to the New Maturity Date.

4. The Note and Mortgage are also hereby amended by deleting the November 1, 1990 Maturity Date and substituting the New Maturity Date in its place. All references in the Note and Mortgage to the Maturity Date shall be deemed to hereafter refer to the New Maturity Date.

5. That in consideration of the extension of the maturity date and reduction of the interest rate contained herein, Borrower shall pay to Bank a non-refundable modification fee in the amount of \$ 350.00, which fee shall be deemed earned by and payable to Bank upon execution of this Agreement by the parties.

6. Nothing contained in this Agreement shall in any way impair the Note or the Mortgage or any other security now held by the Bank to secure the repayment of the indebtedness evidenced by the Note, not alter, waive, annul, vary or affect any provision, condition or covenant therein contained (except as herein expressly provided with respect to the maturity date and the interest rate) nor affect nor impair any rights, powers or remedies under the Note or the Mortgage or other security now or hereafter held by Bank, it being the intent of the Borrower and the Bank that all of the terms and provisions of the Note and the Mortgage shall continue in full force and effect, except as expressly modified hereby.

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7. Wherever in the Note, Mortgage or any other instrument evidencing, securing, or guaranteeing the indebtedness evidenced by the Note (herein collectively called the "Loan Documents") reference is made to any other of the Loan Documents, such reference shall be deemed a reference to the Loan Documents as hereby modified and amended.

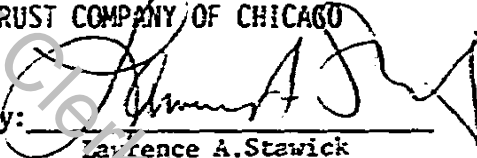
8. Notice. This loan is payable in full on November 1, 1993. On November 1, 1993, you must repay the entire principal balance of the loan and any unpaid interest then due. Bank is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets that you may own, or you will have to find a lender, which may be the bank you have this loan with, willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all of the closing costs normally associated with a loan even if you obtain refinancing from the same bank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.


JOHN D. SEYMOUR BORROWER


JANIS J. GOMEN BORROWER

CONTINENTAL BANK N.A.,
formerly known as CONTINENTAL
ILLINOIS NATIONAL BANK AND
TRUST COMPANY OF CHICAGO


By: Lawrence A. Stawick
ITS: Vice President

ATTEST:

BY: 
Louis E. Esposito

ITS: Portfolio Manager

(CORPORATE SEAL)

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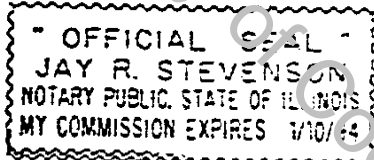
STATE OF *Illinois*)
COUNTY OF *Sangamon*) ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that

JOHN D. SEYMOUR and JANIS J. COMIEN, husband and wife

personally known to me to be the same person(s) who(se) name(s) is are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of June, 1991.



Jay R. Stevenson
NOTARY PUBLIC

MY COMMISSION EXPIRES 10 January, 1994

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

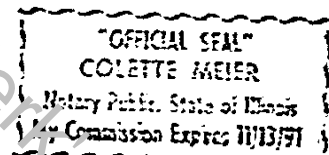
I, the undersigned, a Notary Public, in and for the County and State foresaid, DO HEREBY CERTIFY THAT LAWRENCE A. STANICK and LOUIS E. ESPOSITO personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President and Portfolio Manager of CONTINENTAL BANK N.A., formerly known as Continental Illinois National Bank and Trust Company of Chicago, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth; and the said Port. Manager did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument, as his own free and voluntary act, and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of July, 199 1.



NOTARY PUBLIC Colette Meier

MY COMMISSION EXPIRES 11/13/91



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