UNOFFICIAL: COPY 91376030

LOAN MODIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into as of July 12, 1991 by and between MID TOWN BANK AND TRUST COMPANY OF CHICAGO, an Illinois Corporation ("BANK"), CHICAGO TITLE AND TRUST COMPANY ("TRUSTEE"), and SANDRA L. HINDMAN, divorced and not since remarried ("BORROWER").

WHEREAS:

- The BORROWER has heretofore executed a Principal Note dated July 2, 1990 in the principal amount of Thirty-Five Thousand and 00/100 (\$35,000.00) Dollars ("NOTE"), of which the BANK is presently the holder;
- The NOTE is secured by a Trust Deed dated July 2, 1990 and recorded in the Recorders Office of Cook County, Illinois as document number 90340831 ("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 therewith and recorded in the Recorders Office of Cook County, Illinois as document number 90340832 ("ASSIGNMENT OF RENTS") assigning all the rents and profits from the REAL ESTATE;
- The NOTE is further secured by an Assignment of Mid Town Bank and Trust Company of Chicago Certificate of Deposit No. 5-07-1916 in the amount of Ten Thousand and 00/100 (\$10,000.00) Dollars and any and all renewals, extensions or substitutions thereof ("ASSIGNMENT") dated of even date therewith;
- There is a current outstanding principal balance of Eight Thousand Seven Hundred Twenty-Seven and 00/100 which amount represents partial disbursement of the principal sum of the indebtedness evidenced by the NOTE; 5.13 7.
- The interest rate evidenced on said NOTE is one (1) percentage point over the prime interest rate in effect from time to time at Mid Town Bank and the prime interest rate is subject to change; 9
- The BORROWER desires to amend the loan amount evidenced by the NOTE; 8.
- The BANK has agreed to such modification pursuant to the terms and conditions of a commitment of the BANK dated July 12, 1991 ("COMMITMENT"). 9.

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

- The principal amount evidenced by the NOTE as of chis date is Fifty Thousand and 00/100 (\$50,000.00) Dollars.
- Except as modified herein, the terms, covenants and conditions of the В. TRUST DEED and ASSIGNMENT OF RENTS shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the terms of this agreement and the terms of the NOTE and/or TRUST DEED ASSIGNMENT OF RENTS AND GUARANTY, the terms herein shall control.
- The lien of the TRUST DEED and ASSIGNMENT OF RENTS are hereby modified as C. security for the payment of the principal sum evidenced by the NOTE and amended by this MODIFICATION AGREEMENT.
- This agreement shall be governed by and construed under the laws of the D. State of Illinois.

moul To: MID Toron Brunk 3021 p. Clouk St. Cheo 1L. 60614 Clash: 5:11 E. Bishop

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1881

UNOFFICIAL; COPY

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")
By: Mary C. Sweeney, Vice President
And the second s
Carmen Rosario, Assistant Secretary
BORROWER:
Sand cathudual
Sandra L. Hindman
CHICAGO TITLE AND TRUST COMPANY OF CHICAGO ("TRUSTEE")
By: Mulant / Whoever
ASSI MICE PRESIDENT
Attest: / /// / / / / / / / / / / / / / / / /
Anntainnt Reometern
4
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 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 as the free and voluntary acts of said
corporation, for the uses and purposes therein set forch; and the Assistant Secretary did also then and there acknowledge that she as custodian of the
corporate seal of said corporation, did affix 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.
Given under my hand and Notarial Seal this July 12, 1991.
Sill E. Bloux
Notary Public 3
My commission expires:
OFFICIAL SEAL JILL E. BISHOP
HOTARY PUBLIC STATE OF RLINOIS HY COMMISSION EXP. JAN. 8.1994 COMMISSION EXP. STATE
THE CONTRACTOR OF THE PARTY OF

1991 JUL 26 PM 3: 48

91376030

UNOFFICIAL: COPY

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 Sandra L. Hindman, divorced and not since remarried, 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 that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and Notarial Seal this July 12, 1991.
Jell Es. Bishop Notary Public
My commission expires:
OFFICIAL SEAL JELL E. BISHOP NOTARY PUBLIC STATE OF ELLINOIS MY COMMISSION END. JAM. B. 1994
$O_{\mathcal{F}}$
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 FA/FRIE LAWRENCE of Chicago Title and Trust Company, an Illinois corporation, and FROWN NAUCHTON of said Illinois corporation, personally known to me to be the same persons whose names are supercribed to the foregoing instrument as such REST MICE PRESIDENT, 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 as the free and voluntary acts of said corporation, for the uses and purposes therein sot forth; and the Manager Company and the Manager Company of the corporation of the uses and purposes therein sot forth; and the Manager Company of the corporation of the corpor
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 13t forth.
Given under my hand and Notarial Seal this July 12, 1991
Notary Public
My commission expires: "Official SEAL" Jean M. Boler Notary Public, State of Illinois My Commission Expires 11/16/91

137603

UNOFFICIAL COPY

Property of Cook County Clerk's Office THE STATE OF THE S