

UNOFFICIAL COPY

Modification Agreement

Loan No. 1429374

WHEREAS

92433314

loaned

ELMHURST FEDERAL SAVINGS BANK

LaSalle National Trust, N.A., successor trustee to LaSalle National Bank in pursuance of a trust agreement, dated November 19, 1984 and known as TR#109170 and not personally

the sum of Two-hundred-thousand-and-no/100----- Dollars

(\$ 200,000.00), as evidenced by a note and mortgage executed and delivered on October 3, 1989, which mortgage is duly recorded in the public records in the Jurisdiction where the mortgaged property is located, which note and mortgage are hereby incorporated herein as a part of this instrument, and

WHEREAS, the undersigned, owner of said premises, has found it necessary and does hereby request a modification of the terms of said loan for the following reasons: Interest rates on home mortgages have decreased substantially, making it advantageous to the owner to refinance; therefore, owner requests that their principal balance, rate, term and maturity date of the loan be modified by this agreement as follows:

Interest Rate: 8.25%
Term: 30 years
Maturity Date: February 01, 2022

This instrument is executed LASALLE NATIONAL TRUST, N.A., not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL TRUST, N.A. are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LASALLE NATIONAL TRUST, N.A. by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL TRUST, N.A., either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL TRUST, N.A., personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof, but so far as said trustee and its successors and said LASALLE NATIONAL TRUST, N.A. personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

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92433314

ATTEST:

Asst

Secretary

LaSalle National Trust, N.A. Agreement No 109170 and not personally

(SEAL)

*Note: Strike out words "for the following reasons:" if not applicable.

Vice President

CONSENT TO LOAN MODIFICATION

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing loan modification.

Dorelle D. Denman

Dorelle D. Denman

(SEAL)

(SEAL)

(NOTE: The above loan modification agreement, when signed, would be good only as against the present obligor or obligors. If it is desired to hold an endorser, guarantor, or other secondary party, including an original unreleased borrower, the above consent should be executed.)

THIS INSTRUMENT WAS PREPARED BY:

ELMHURST FEDERAL SAVINGS BANK
100 ADDISON
ELMHURST, IL 60120

DEPT-01 RECORDING

TR#1799 TRAN 5057 04/16/92 14:36:00

#2170 # 4-172-433314

COOK COUNTY RECORDER

\$23.00

23

UNOFFICIAL COPY

PARCEL ONE:

BEGINNING AT A POINT IN THE NORTH LINE OF LOT 21 AFORESAID 49.70 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE SOUTH AT RIGHT ANGLES THERETO 75.13 FEET TO THE SOUTH LINE OF LOT 23 AFORESAID; THENCE EAST ALONG SAID SOUTH LINE 75.73 FEET TO THE SOUTH EAST CORNER OF LOT 23 AFORESAID; THENCE NORTHERLY ALONG THE EAST LINE OF LOTS 21, 22 AND 23 AFORESAID 75.17 FEET TO THE NORTH EAST CORNER OF LOT 21 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF LOT 21 AFORESAID; 74.72 FEET TO THE POINT OF BEGINNING; ALL IN BLOCK 12 OF THE SUBDIVISION OF BLOCK 12 AND BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT IN EASEMENT AGREEMENT FROM LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 2, 1974 AND KNOWN AS TRUST NUMBER 47760 TO LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 19, 1984 AND KNOWN AS TRUST NUMBER 109170 DATED JANUARY 22, 1985 AND RECORDED FEBRUARY 15, 1985 AS DOCUMENT 27444398 TO PERMIT AND MAINTAIN EXISTING AND FUTURE ENCROACHMENTS AND FOR INGRESS AND EGRESS TO REPAIR, REPLACE, OR MAINTAIN SAID ENCROACHMENTS AND OTHER IMPROVEMENTS ON GRANTEE'S PARCEL OVER AND UPON

THE EAST 5 FEET OF THE WEST 49.7 FEET (AS MEASURED ALONG THE NORTH LINE OF LOTS 21, 22, AND 23, ALL IN BLOCK 12 OF THE SUBDIVISION OF BLOCK 12 AND BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1339 W. Webster St.
Chicago, IL

PIN NUMBER: 14-32-124-023

92433314

Department of Cook County Clerk's Office

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY: ELMHURST FEDERAL SAVINGS BANK
100 ADDISON
ELMHURST, ILL. 60120
COOK COUNTY RECORDER
#2190 # 4-92-4333 14
TRAN 5057 66/16/92 16:36:00
DEPT-01 RECORDING
\$23.00

(NOTE: The above loan modification agreement, when signed, would be good only as against the present obligor or obligors. If it is desired to hold an endorser, guarantor, or other secondary party, including an original or increased borrower, the above consent should be executed.)

The undersigned endorser or endorsers, guarantor or guarantors, hereby consent to the foregoing loan modification.
original increased borrower or borrowers, guarantor or guarantors, or other secondary obligor or obligors, including an
Dorelle D. Denman
(SEAL)
(SEAL)

CONSENT TO LOAN MODIFICATION

*Note: Strike out words "for the following reasons" if not applicable.
Vice President
ATTEST: Nancy A. Stock
Authorized Signature
Lasalle National Bank as Trustee under Trust
Agreement No. 109170 and (not personally)
LASALLE NATIONAL TRUST, N.A. Successor Trustee to
ELMHURST FEDERAL SAVINGS BANK
Signed, sealed and delivered this 30th day of March, 1992

AND WHEREAS, the parties agree to restate the modified terms of said loan so that there shall be no misunderstanding of the nature of which is hereby acknowledged, shall be added to the present unpaid balance of said indebtedness; THEREFORE, it is hereby agreed that as of the date of this Agreement, the unpaid balance of said indebtedness is Two-hundred-one-thousand-one-hundred-eighty-nine-and-52/100-----Dollars (\$ 201,189.52), all of which the undersigned promises to pay with interest at 8.25 % per annum until paid, and that the same shall be payable One-thousand-seven-hundred-ninety-seven-and-no/100-Dollars (\$ 1,797.00), per month beginning on the first day of March, 1992 to be applied first in payments payable to Lender by Borrower for taxes and insurance under 1/2 of the Mortgage securing this loan, then to interest on the Note, then to the principal balance, and then to interest and principal on any Future Advances, and that in all other respects said mortgage contract shall remain in full force and effect.

19, 1984

Loan Modification Agreement

92433314

Property of Cook County Clerk's Office

PIN NUMBER: 14-32-124-023

Chicago, IL

1339 W. Webster St.

THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE EAST 5 FEET OF THE WEST 49.7 FEET (AS MEASURED ALONG THE NORTH LINE OF SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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