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MODIFICATION AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered into this 11th day of May, A.D. 1992 between COMMERCIAL NATIONAL BANK OF BERWYN, a National Banking Corporation, legal holder and owner of this indebtedness hereinafter described, party of the first part, and Henry A. Giurini and Paul P. Giurini each to an undivided 1/2 interest, the mortgagor, party of the second part.

WITNESSETH THAT:

WHEREAS, the party of the first part is the legal holder and owner of the Mortgage dated April 5 1985 and recorded in the Recorder's Office of Cook County, Illinois on April 15, 1985, as Document Number 27511498 and Modification Agreement dated August 25, 1986 and recorded in the Recorder's Office of Cook County, Illinois on September 9, 1986, as Document Number 86401655 together with the note secured thereby, which Mortgage encumbers the following described property in Cook County, Illinois:

LOT 21 (EXCEPT THE WEST 9 FEET THEREOF), LOTS 22, 23 AND 24 IN BLOCK 3 IN WEST GROSSDALE, A SUBDIVISION IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index #18-03-102-029 (AFFECTS LOT 21, EXCEPT THE WEST 9 FEET), #18-03-102-025 (AFFECTS LOT 22), #18-03-102-026 (AFFECTS LOT 23) AND #18-03-102-027 (AFFECTS LOT 24), VOL. 74

Address of Property: 9500 W. Ogden Ave.  
Brookfield, IL 60153

WHEREAS, the party of the second part, being the owner of said premises, desires to reduce the rate of interest from 11% to 7.785% per annum subject to modification as hereinafter set forth, all of which payments shall be made in the manner hereinafter set forth.

Payment of principal and interest hereunder shall be made in the following manner:

(1) Monthly installments of principal and interest in the amount of Eight Hundred Eighty Seven & 88/100ths Dollars (\$887.88) beginning the 25th day of May, 1992 and monthly installments of principal and interest in the same amount on the same day of the next successive eleven months thereafter, provided, however, that, upon payment in full of all principal indebtedness hereunder, there shall be simultaneously paid to Lender all interest accrued through said date of payment.

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(2) On the first day of the eleventh month after the First Payment Date and on the twenty fifth day of each twelve month thereafter ("Reset Dates") until the Maturity Date, the monthly installments of principal and interest for the same day of the month described in paragraph (1) above for each successive twelve month period commencing with the thirteenth month following the First Payment Date (being the thirteenth monthly payment) shall be reset based upon the following formula. The then principal balance on each Reset Date shall be utilized to determine an amortization of the loan evidenced by this note, using a term for amortization purposes as of the date hereof, of ten years. On the first Reset Date the amortization term shall be nine years, on the second reset date the amortization term shall be eight years and the same annual reduction of the amortization term shall be applicable on each Reset Date thereafter, prior to the Maturity Date. For such amortization purposes, the interest rate shall be determined to equal to three and one-half (3.50%) percentage points in excess of the Index. The Index Rate is the Weekly average yield on the United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board most recently prior to each applicable Reset Date rounded to the nearest one-eighth of one percentage point (.0125). Lender shall give to Maker ten (10) days prior written notice of the changes in the amounts of monthly installments due under this paragraph. If the Index Rate is no longer available, the Lender will chose a new index which is based upon comparable information.

(3) The Maturity Date of the mortgage is hereby extended to April 25th, 2002

All other terms and conditions to remain in full force and effect.

It is further agreed that this Agreement shall be binding and inure to the successors and assigns of both parties hereto.

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IN WITNESS WHEREOF, the said party of the first part has hereunto caused this Agreement to be executed by its Assistant Vice President and attested to by its Assistant Secretary, and its Corporate Seal to be affixed thereto, and the said party of the second part have hereunto set his hand and seal, all as of the day and year first above written.

COMMERCIAL NATIONAL BANK OF BERWYN

BY: Glenn R. Husa

Glenn R. Husa  
Assistant Vice President

ATTEST: Chuck J. Willbrich

Chuck J. Willbrich  
Assistant Secretary

X Henry A. Giurini

Henry A. Giurini

X Paul P. Giurini

Paul P. Giurini

This instrument is prepared by: Glenn R. Husa

Mail to:

Commercial National Bank of Berwyn  
3322 S. Oak Park Ave.

Berwyn, IL 60402

Attn: Glenn R. Husa, Assistant Vice President

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