

UNOFFICIAL COPY

92715203

MODIFICATION AGREEMENT

THIS INDENTURE, made this 8 day of September, 1992, by and between HARRIS TRUST AND SAVINGS BANK, the owner of the mortgage or trust deed hereinafter described, and DIANE M. GREELEY, DIVORCED AND NOT SINCE REMARRIED, representing himself/herself or themselves to be the owner of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

1. The parties hereby agree to modify the payment of the indebtedness evidenced by the principal promissory note dated October 10, 1989 secured by a mortgage or trust deed in the nature of a mortgage recorded October 17, 1989 in the office of the Recorder of Cook County, State of Illinois as document number 89489985 conveying to HARRIS TRUST AND SAVINGS BANK certain real estate in Cook County, Illinois described as follows:

SEE ATTACHED EXHIBIT "A"

PERMANENT INDEX NUMBER: 07-15-107-055

which has the address of 1049 Springmill Drive, Hoffman Estates, Illinois 60194

2. The amount remaining unpaid on the indebtedness is \$86,438.70

3. Said remaining indebtedness of \$86,438.70 shall be paid in consecutive monthly installments of SIX HUNDRED ELEVEN AND 81/100 DOLLARS (\$611.81) beginning October 1, 1992 and on the first day of each and every month thereafter until said note is fully paid, except that the final payment, if not sooner paid shall be due on the first day of November, 1994, and the Owner in consideration of such modification promises and agrees to pay the principal sum secured by said mortgage or trust deed as and when therein provided, as hereby modified and to pay interest thereon until maturity of said principal sum as hereby modified at the rate of 7.625 per cent per annum and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at HARRIS TRUST AND SAVINGS BANK.

4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable, in the same manner as if said modification had not been granted.

5. This agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owners agrees to perform all covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several, Owner shall pay a late charge of 4% of any monthly installment not received by the Note holder within 15 days after the installment is due.

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COOK COUNTY CLERK
1992 SEP 25 PM 2:03

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mailto:

OFFICIAL SEAL
Diane M. Greeley
Recorder of Cook County, Illinois

THIS INSTRUMENT PREPARED BY JOHN W. MULLHOLLAND, HARRIS TRUST AND SAVINGS BANK, 111 WEST MONROE STREET, CHICAGO, ILLINOIS 60603

BOX 333 - TH

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IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

HARRIS TRUST AND SAVINGS BANK

By: [Signature]
Vice President

ATTEST: [Signature]

BORROWER: [Signature]

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, Diane M. Greeley, Divorced and Not Since Remarried, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this 16th day of September 1992.



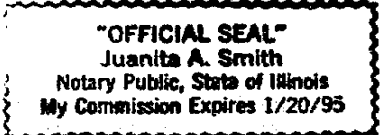
[Signature]
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and fore said County in the State aforesaid, DO HEREBY CERTIFY THAT John W. Mulholland, Vice President of HARRIS TRUST AND SAVINGS BANK and Assistant Vice President of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Vice 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 act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and said Assistant Vice President then and there acknowledged that, as custodian of the corporate seal of said Corporation, she/he did affix said corporate seal to said instrument as her/his 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 23 day of September 1992.

[Signature]
Notary Public



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EXHIBIT "A"

PARCEL 1:

LOT 28 IN SPRING MILL UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE WEST 25 CHAINS OF THE NORTH WEST 1/4 of SECTION 15, TOWNSHIP 41, NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTHERLY OF THE SOUTHERLY LINE OF HIGGINS ROAD AS WIDENED ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE EASEMENTS SET FORTH IN THE DECLARATION DATED SEPTEMBER 26, 1973 RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22507689, AND FOR THE BENEFIT OF PARCEL 2 AS CREATED BY DEED FROM OSLA FINANCIAL SERVICES CORP., A CORPORATION OF ILLINOIS TO BENJAMIN R. ROMAN AND PAMELA ROMAN, HIS WIFE DATED MARCH 17, 1977 AND RECORDED JULY 8, 1977 AS DOCUMENT 24003671 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

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which has the address of 1049 Springmill Drive, Hoffman Estates, Illinois 60194

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Cook County Clerk's Office

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