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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 15th day of September of 1992, by and between John Wronkiewicz, divorced and not since remarried, (hereinafter called "Mortgagor") and North Community Bank, an Illinois Banking Corporation, with an office at 3639 North Broadway, Chicago, Illinois 60613 (hereinafter called "Mortgagee").

**WITNESSETH:**

This Agreement is based upon the following recitals:

A. On October 20, 1987 for full value received, John Wronkiewicz, divorced and not since remarried, executed and delivered to Mortgagee a Promissory Note in the principal amount of SIXTY FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00/100 (\$ 65,250.00) (hereinafter called the "Note"), and secured the payment thereof by granting to Mortgagee, among other things, a certain Mortgage (hereinafter called the "Note"), and secured the payment thereof by granting to Mortgagee, among other things, a certain Mortgage (hereinafter called the "Mortgage"), of even date with said Note, covering certain improved real property in the County of Cook, State of Illinois, which Trust Deed was recorded on October 29, 1987, as Document No. 87584671 with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

Lot 27 in Block 39 in Sheffield's Addition to Chicago in the W 1/2 of the SE 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Tax ID No.: 14-31-400-016

Property Address: 1935 N. Damen Ave., Chicago, IL

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B. Mortgagor has requested that certain modifications be made in the above-mentioned Note and Mortgage.

C. The outstanding principal balance of said Note as of September 15, 1992 is \$ 57,239.70.

D. Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Mortgagee, and such subsequent lien holder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the Mortgage, as herein modified, is a valid, first and subsisting lien of said Mortgage Premises.

E. Whereas, said Note has reached maturity as of October 1, 1990, and was extended under a Loan Modification Agreement recorded on October 1, 1990, in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 90562063; it was agreed to extend the loan to October 1, 1991 that the interest rate on said loan would remain the same as all other terms and provisions of the Note and Trust Deed and Assignment of Rents would remain in full force and effect;

RECORDED  
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COOK COUNTY RECORDER  
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F. Whereas, said Note has reached maturity as of October 1, 1991, and was extended under a Loan Modification Agreement recorded on May 27, 1992, in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 92367993; it was agreed to extend the loan to October 1, 1992 that the interest rate on said loan would remain the same as all other terms and provisions of the Note and Trust Deed and Assignment of Rents would remain in full force and effect;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Note and Mortgage are hereby modified as follows:

1. The MATURITY DATE of the loan will be extended FROM OCTOBER 01, 1992 TO OCTOBER 01, 1995.
2. The RATE of the loan will change from P+3% to 10.00% FIXED as of OCTOBER 01, 1992.
3. The MONTHLY PAYMENT and INTEREST is \$633.05 EFFECTIVE NOVEMBER 01, 1992.

In consideration of the modification of the terms of the Note and Mortgage by Mortgagee, as hereinabove set forth, Mortgagor does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note and secured by the Mortgage as herein modified, and to perform the covenants contained in the Mortgaged, and further agrees that the prepayment privilege now in effect shall remain in full force and effect, and Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, except as otherwise disclosed to Mortgagee, and that the lien of the Mortgage is a valid, first and subsisting lien on said Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note and the Mortgage as modified hereby, or the first lien created thereby or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note, Mortgage and other instruments and documents executed in connection with the subject mortgage loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

This instrument is executed by Mortgagor, not personally, but as Trustee under a deed or deeds in trust delivered pursuant to aforementioned Trust Agreement, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument); and no personal liability shall exist or be asserted or enforceable against Mortgagor generally or in any capacity other than as Trustee as aforesaid, because or in respect of this instrument, the Mortgage so modified or the Note secured thereby, and its liability as Mortgage shall be limited to and enforceable only out of the property described in this Mortgage, by enforcement of the lien hereof, and no duty shall rest upon Mortgagor to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

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IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind the Mortgagor, as of the day and year first above written.

NORTH COMMUNITY BANK, Mortgagee:

Attest:

*Marilyn Tzakis*  
Its Vice President  
MARILYN TZAKIS

*Scott M. Yelvington*  
Its Executive Vice President  
SCOTT M. YELVINGTON

STATE OF ILLINOIS    )  
                              ) ss.  
COUNTY OF COOK       )

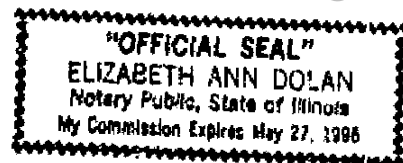
I, Elizabeth A. Dolan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Scott M. Yelvington and Marilyn Tzakis, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the Executive Vice President and Vice President of NORTH COMMUNITY BANK, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed and delivered in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 15 day of SEPTEMBER, 1992.

*Elizabeth A. Dolan*  
Notary Public

Prepared by/Mail To:

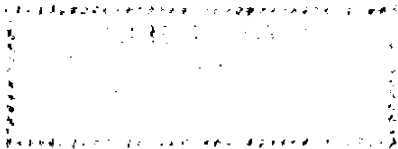
North Community Bank  
3639 N. Broadway  
Chicago, IL 60613



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John T. Wronkiewicz  
John Wronkiewicz

I, Elizabeth A. Dolan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, John Wronkiewicz, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Deborah M. Carter  
Notary Public

**"OFFICIAL SEAL"**  
ELIZABETH ANN DOLAN  
Notary Public, State of Illinois  
My Commission Expires May 27, 1996

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