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92761934

MODIFICATION AGREEMENT

A.T.G.F.
BOX 370

THIS AGREEMENT, made this 5th day of August, 1992 between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, party of the first part, and CHICAGO TITLE & TRUST COMPANY, an Illinois corporation, not personally but as a Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said company in pursuance of a Trust Agreement dated August 28, 1989 and known as Trust Number 1092066 party of the second part,

WITNESSETH:

THAT, WHEREAS, the party of the second part heretofore executed a certain Mortgage dated September 1, 1989 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 89431110 which encumbers the following described real estate:

LOT 28 IN BLOCK 3 IN HIGH'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 15 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 2230 NORTH SOUTHPORT
CHICAGO, ILLINOIS

TAX I D #14 32 109 028

RECORDING FEE

\$27.00

RECORDED FOR DEED IN 14792 DEEDS IN
1992: 8 * 92-761934
COOK COUNTY RECORDER

which said Mortgage was given to secure the payment of one certain Principal Note executed by the party of the second part for the sum of One Hundred Eighty-Six and 10/100 Dollars (\$186,000.00),

AND WHEREAS, said Mortgage securing said Principal Note is valid and subsisting lien of the premises described in said Mortgage for the principal sum of \$186,000.00.

AND WHEREAS, the outstanding principal sum of indebtedness of the party of the second part to the party of the first part under the Note, as of the date hereof is \$180,700.66 such sum is evidenced by the Note and Mortgage.

AND WHEREAS, the said Principal Note by its terms is due and payable on October 1, 1992.

AND WHEREAS, the parties hereto have agreed upon a reduction in rate and an extension of time.

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually promise and agree as follows: to wit: The said party of the first part agrees with the said party of the second part that the per annum interest rate on said Note will change to 7.5% per annum effective August 1, 1992.

The monthly principal and interest payment will change to \$1,396.04 effective September 1, 1992 and monthly thereafter until the final payment on April 1, 1994. The payment is based on the scheduled principal balance of \$180,516.32 remaining as of the interest change date and the remaining amortization term of 265 months.

And the said parties hereto further mutually agree that all the provisions, stipulations, powers and covenants in said Principal Note and in the said Mortgage contained shall stand and remain unchanged and in full force and effect for and during said extended period, except only as the same are herein and hereby specifically varied or amended; and further that in the event of a

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failure to pay the same remaining principal balance keep, fulfill or perform any or all of the covenants and agreements contained in said Mortgage then the whole of said principal sum shall, at the election of the holder of said Principal Note, become at once, without notice, due and payable and may be collected, together with all accrued interest thereon, in the same manner as if said extension had not been granted, anything hereinbefore contained to the contrary notwithstanding.

And it is expressly understood and agreed by and between the parties hereto that the covenants and agreements herein contained shall bind, and inure, to the respective heirs, executors, administrators, legal representatives and assigns of the said parties hereto.

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