

UNOFFICIAL COPY

92037508

FIFTH MORTGAGE AND NOTE MODIFICATION AGREEMENT

THIS AGREEMENT is made this 15th day of August, 1992, by and between Lois^A Hopkins, an unmarried woman, hereinafter referred to as ("Borrower"), and Westbank, an Illinois Banking Corporation, hereinafter referred to as ("Lender").

RECORD - T 427.50
75555 TRAN 0887 11/10/92 11:51:00
42106 : E * -92-837568
COOK COUNTY RECORDER

Recitals

WHEREAS, Borrower has executed and delivered to Lender a (i) certain Promissory Note dated July 28, 1988 in the original principal amount of Sixty Thousand and No/100 Dollars (\$60,000.00) which was renewed by a Note dated November 13, 1990 in the amount of Thirty Three Thousand Two Hundred Eighty Three Dollars and 34/100 (hereinafter referred to the "Note") which matured on July 15, 1991; and (ii) that certain Mortgage dated July 28, 1988, from Debtor to Lender in the original face amount of Sixty Thousand and No/100 Dollars (\$60,000.00) and filed in the Office of the Registrar of Torrens Titles of Cook County Illinois on August 26, 1988, as Document No. 3734746 (the "Mortgage") affecting real property described on Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, A Note and Mortgage Modification Agreement was executed on the 14th day of August, 1990, which extended the maturity date of the Note to November 13, 1990, recorded as Document No. LR3906442; and

WHEREAS, A Note and Mortgage Modification Agreement was executed on the 13th day of November, 1990, which extended the maturity date of the Note to January 15, 1991, recorded as Document No. LR3934636; and

WHEREAS, a Note and Mortgage Modification Agreement was executed on the 15th day of January, 1991 which extended the maturity date of the Note to July 15, 1991, recorded as Document No. LR3947980 ; and

WHEREAS, a Note and Mortgage Modification Agreement was executed on the 13th day of August, 1991 which extended the maturity date of the Note to August 15, 1992, recorded as Document No. LR4006841; and

WHEREAS, Borrower agrees that certain obligations of the Borrower, have not been met, creating a default under the terms of the Note, Mortgage and Loan Agreement.

WHEREAS, the parties hereto desire to amend the Note and Mortgage in the manner set forth below.

Agreement

NOW, THEREFORE, for and in consideration of the foregoing, for

C55864

63962688

63962688

250/10

UNOFFICIAL COPY

9 2 3 5 7 5 5 8

EXHIBIT "A"

Legal Description

LOT 42 AND THE SOUTH HALF OF LOT 43 IN BLOCK 9 IN COCHRAN'S THIRD ADDITION TO EDGEWATER, IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-08-121-004

Common Address: 5345 N. Magnolia Ave., Chicago, IL 60640

Property of Cook County Clerk's Office

92857208

UNOFFICIAL COPY

the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Note is hereby amended as follows:
 - A. The maturity date thereof is hereby extended to January 30, 1993.
 - B. Borrower acknowledges and agrees that Lender is under no obligation to provide any financing whatsoever after the Maturity Date.
2. The Mortgage is amended in that references to the Note shall be deemed to refer to the Note as amended by the terms hereof.
3. Except as specifically modified by the terms hereof, the Note and Mortgage shall be and remain in full force and effect and shall continue to govern the rights and obligations of the parties with respect to the loan or loans evidenced and secured hereby.
4. This Agreement shall be binding upon and inure to the benefit of the Borrower, and Lender, and their respective successors and assigns. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have duly authorized and executed this Agreement as of the date first above written.

Borrower

Lois A. Hopkins
Lois A. Hopkins

Westbank

BY: [Signature]

ITS: Vice President

ATTEST: [Signature]

ITS: Assistant Pres.

92677008

UNOFFICIAL COPY

9 2 3 3 7 5 5 3

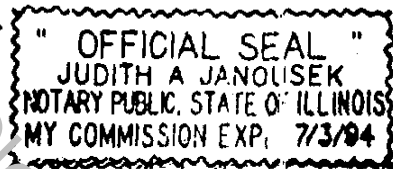
STATE OF ILLINOIS)
 Cook) SS
COUNTY OF DUPAGE)

I, Judith A. Janousek, a Notary Public in and for said County in the State aforesaid, do hereby certify that Frank Chale Vice President and J. W. O'Hara of said West Bank, 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 acts, and as the free and voluntary act of said _____, as Trustee, for the uses and purposes therein set forth; and the said _____ did also then and there acknowledge that he, as custodian for the corporate seal of said _____, did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said _____, as Trustee, for the uses and purposes therein set forth.

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

Judith A. Janousek
Notary Public

My commission expires: 7-3-94



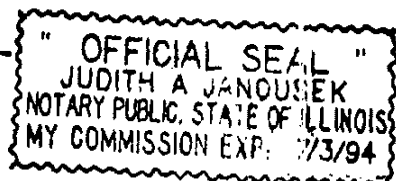
STATE OF ILLINOIS)
 Cook) SS
COUNTY OF DUPAGE)

I, Judith A. Janousek, Notary Public in and for said County in the State aforesaid, do hereby certify that Lois Hopkins, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act for the uses and purposes there in set forth.

Given my hand and seal this 15th day of August, 1992.

Judith A. Janousek
Notary Public

My commission expires: 7-3-94



This instrument was prepared by and return after recording to:

Schillerstrom & Cresto, Ltd.
568 S. Washington St.
Naperville, IL 60540

92657868

UNOFFICIAL COPY

Property of Cook County Clerk's Office

