

UNOFFICIAL COPY

92851995

NOTE AND MORTGAGE MODIFICATION AGREEMENT

92851995

THIS NOTE AND MORTGAGE MODIFICATION AGREEMENT (the "Agreement") is made as of this 1st day of November, 1992, ("Effective Date") by and between

COLONIAL BANK

an Illinois banking corporation and the owner of the mortgage or trust deed hereinafter described ("Colonial Bank"), and COLONIAL BANK AS TRUSTEE U/T/A DATED 9/3/87 A/K/A TRUST NO. 1186 representing him/her/itself or selves to be the owner or owners of the real estate hereinafter described ("Owner").

WHEREAS, on September 3, 1987, for full value received, Owner executed and delivered to Colonial Bank, a certain Promissory Note in the principal amount of NINETY THOUSAND AND 00/100 ----- DOLLARS (\$ 90,000.00) (the "Note"), made payable to Colonial Bank. Owner secured the payment of said Note by granting to Colonial Bank a certain Mortgage or Trust Deed in nature of a Mortgage ("Mortgage"), which was recorded in the office of the Recorder of Deeds or Registrar of Titles of Cook County, Illinois, as Document No. 87-621784, encumbering certain real estate described as follows: DEPT-91

Parcel 1:
Lots 1, 2 and 3 in Sub Block 13 in Lyford's Subdivision of Blocks 13 and 14 in O'Brien's Subdivision of the West 1/2 of the South West 1/4 of Section 34, Township 40 North, Range 13 East of the Third Principal Meridian (Except 5 Acres in the South East corner thereof and except railroad)

Parcel 2:
Lots 4 and 5 in Sub Block 13 in Lyford's Subdivision of Blocks 13 and 14 in O'Brien's Subdivision of the West 1/2 of the South West 1/4 of Section 34, Township 40 North, Range 13 East of the Third Principal Meridian (Except 5 Acres in the South East corner thereof and except railroad) all in Cook County, Illinois.

Permanent Index No. 13-34-312-006, 007, 008 and 009
Commonly known as: 4743 W. Grand Avenue, Chicago, Illinois

WHEREAS, Owner also executed the following documents in conjunction with the Mortgage referenced above, and recorded as indicated below (if none, so state): Assignment of Rights recorded on 11/19/87 as Document No. 87621785

WHEREAS, Colonial Bank and Owner wish to modify the Note and Mortgage based on the terms and conditions which follow:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Colonial Bank and Owner hereby agree that the Note and Mortgage are hereby modified as follows (strike out all paragraphs which are inapplicable):

1. Outstanding Indebtedness. As of the Effective Date, the outstanding indebtedness on the Note is \$81,207.35 (the "Indebtedness").

2. Extension of Time for Payment. The parties hereby agree to extend the time for payment of the Indebtedness to, and including November 1, 1997, with payments as follows in paragraph 5 below.

3. Interest Rate. The parties hereby agree to change the rate of annual percentage interest on the Note to 8.75% per annum, and interest after maturity to 11.75% per annum, with payments as follows in paragraph 5 below.

4. Additional Funds. Colonial Bank agrees to disburse to

2900

UNOFFICIAL COPY

Owner the additional principal sum of \$ NONE, ("Additional Funds") under the Note and Mortgage. Colonial Bank and Owner agree that such Additional Funds shall be added to and become part of the principal balance of the Note and Mortgage and that such sums shall be repaid as herein provided. Colonial Bank and Owner further acknowledge that Colonial Bank shall advance said Additional Funds subject to certain restrictions set forth herein. Payment of the Indebtedness and such Additional Funds shall be as follows in paragraph 5 below.

5. Payments by Owner. Owner shall make monthly payments of \$811.63, (principal and interest) commencing on the first day of December, 1992, and on the first day of each and every month thereafter until maturity. Owner further agrees to pay the principal sum secured by the Mortgage as therein provided, as hereby modified, in the currency provided for in the Mortgage, but if that cannot be done legally then in the most valuable legal tender of the United State 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 Colonial Bank.

6. Priority of Additional Funds. Colonial Bank and Owner agree that if Additional Funds are to be disbursed pursuant to this Agreement, such Additional Funds shall have priority over any and all sums due under the Note and Mortgage, as modified herein.

7. Default. If any part of said indebtedness or interest thereon is not paid at maturity, 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, shall immediately be due and payable, in the same manner as if said modification had not been granted.

8. Ratification. This agreement is supplementary to the mortgage or trust deed described above. Except as modified herein, all of the terms, provisions and covenants of the Note and Mortgage not expressly modified by this Note and Mortgage Modification Agreement, but not including any prepayments privileges unless expressly provided for herein, are hereby confirmed and ratified and shall remain in full force and effect. Owner agrees to perform all the covenants of the grantor or grantors in the Mortgage. The provisions of this indenture shall insure to the benefit of any holder of said principal note or notes and interest notes and 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 Law 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.

9. Prior Name. Colonial Bank was formerly known as COLONIAL BANK AND TRUST COMPANY OF CHICAGO. Any references to the prior name in any of the documents described herein shall be deemed to be references to Colonial Bank.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Note and Mortgage Modification Agreement as of the Effective Date.

OWNER: COLONIAL BANK AS TRUSTEE U/T/A DATED 9/3/87 A/K/A TRUST NO. 1186

BY Lorraine Nagle, T.O.
Lorraine Nagle, Trust Officer

BY Maureen L. Prochenski
Maureen L. Prochenski, Asst Secy

92851995

THIS INSTRUMENT IS SECURED BY COLONIAL BANK, AND DEPOSITORS, AND OTHERS AS TRUSTEES, AS SHOWN ON THE REVERSE. ALL COVENANTS AND CONDITIONS TO BE PERFORMED HEREUNDER BY COLONIAL BANK ARE UNDERSTOOD BY IT SOLELY AS TRUSTEE AS SHOWN, AND NOT REPRESENTING, AND NO PERSONAL LIABILITY SHALL BE ASSERTED OR BE ENFORCEABLE AGAINST COLONIAL BANK BY REASON OF ANY OF THE COVENANTS, REPRESENTATIONS OR WARRANTIES CONTAINED IN THIS INSTRUMENT.

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Lorraine Nagle, Trust Officer and Maureen L. Prochenski, Asst Secy, of COLONIAL BANK, personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such Trust Officer and Asst Secy 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 Banking Corporation, for the uses and purposes therein set forth; and the said Asst Secy, as custodian of the corporate seal of said Banking Corporation caused the corporate seal to be affixed to said instrument as Asst Secy's own free and voluntary act and as the free and voluntary act of said Banking Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of November, 1992.

Margaret M Brink
NOTARY PUBLIC

(SEAL)

My commission expires:



COLONIAL BANK:

BY: [Signature]

Its: [Signature]

(SEAL)

ATTEST: [Signature]

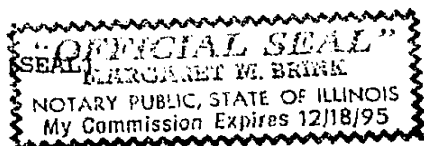
Its: [Signature]

92851995

State of Illinois)
) SS.
County of COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY, that the above named Michael A. Sykes, Vice President and Barbara A. Bernardine, of COLONIAL BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said Vice President, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Vice President's own free and voluntary act and as the free and voluntary act of said Corporation.

GIVEN under my hand and Notary Seal this 5th day of November, 1992.



Margaret M Brink
NOTARY PUBLIC

My commissions expires:

This instrument was prepared by and return to: Sonia Vale, Colonial Bank, 5850 W. Belmont Ave., Chicago, Illinois 60634.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

92851995