\$23.00



MODIFICATION AGREEMENT

THIS INDENTURE, made this 8TH day of OCTOBER, 1992 by and between FIRST MIDWEST BANK, NATIONAL ASSOCIATION owner of the Mortgage hereinafter described. and JILL A. MOORHEAD representing themselves to be the owners of the real estate hereinafter and in said deed described ("Owner").

WITNESSETH:

The parties hereby agree to modify the time or payment of the indebtedness evidencing by the principal promissory note of FIRST MIDWEST BANK, NATIONAL ASSOCIATION dated 1ST day of AUGUST, 1991 secured by a mortgage recorded AUGUST 6, 1991 in the office of the RECORDER OF DEEDS of COOK County, Illinois as Document No. 91395492 conveying to FIRST MIDWEST BANK, NATIONAL ASSOCIATION certain real estate in COOK, Illinois described as follows:

LOT 13 (EXCEPT TH EAST I FOOT THEREOF) IN BLOCK I IN LILL DIVERSEY'S SUBDIVISION OF OUT LOT 15 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NOP.TH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-29-416-032-0000

DEPT-01 RECORDING

T45555 TRAN 1291 11/16/92 11:32:00 4-92-853253

COOK COUNTY RECORDER

PROPERTY COMMONLY KNOWN AS: 817 WIJGHTWOOD AVENUE, CHICAGO, IL 60614

- 2. The amount remaining unpaid on the indebtedness is \$252,117.46.
- Said remaining indebtedness of \$252,117.46 shah be paid on or before SEPTEMBER 1, 1996. The Owner, in consideration of such modification promises and agrees to pay interest thereon \$252,117.46 at a rate of 8.0% per annum commencing SEPTEMBER 1, 1992. Commencing OCTOBER 1, 1992 and on the 1ST day of each mondy occupation until SEPTEMBER 1, 1996 at a fixed rate of 8.0% per annum, principal and interest prements will be in the amount of TWO THOUSAND FOUR HUNDRED NINETY NINE AND 29/100 (\$2,499.29) dollars. The final unpaid balance plus accrued interest will be due on SEPTEMBER 1, 1996.
- If any part of said indebtedness or interest thereon is 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 modify had not been granted.

UNOFFICIAL COPY,

5. This agreement is supplementary to said mortgage. All provisions thereof and of the principal note including the right to declare principal and accrued interest due for any cause specified in said mortgage or notes but not including any prepayment privileges unless herein expressly provided for shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage. The provisions of this indenture shall inure to the benefit of any holder of said principal note and interest notes and shall bind the heirs personal representative 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 consist of two or more persons their liability hereunder shall be joint and several.

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

BY: ICL A. MOORHEAD

BY:____

ACCEPTED & ACKNOWLEDGED:

BY/

This instrument was prepared by:

First Midwest Bank, N.A. 945 Lakeview Parkway, Su'te 170 Vernon Hills, IL 60061

9785375