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MODIFICATION AGREEMENT

WHEREAS Richard M. Mruz and Barbara J. Mruz, his wife
 (hereinafter referred to as "Mortgagor") made a mortgage (hereinafter referred
 to as "Mortgage") whereby said Mortgagor did convey, mortgage and warrant unto Comerica
Bank - Illinois F/K/A Affiliated Bank Successor In Interest by Merger to State Bank of
Lake Zurich, its successors and assigns, the real estate situated,
 lying and being in the village of Inverness, County of Cook
 and State of Illinois, all as described on Exhibit "A" attached hereto and made a part
 hereof, to secure a Note (hereinafter referred to as "Note") for
Six Hundred Thousand and No/100 (\$600,000.00) Dollars, and said
mortgage as recorded in the Office of the Recorder of
Deeds of Cook County, Illinois on June 8, 1987 as
 Document Number 87308393.

PROPERTY SERVICES # R11-113

WHEREAS, it has been agreed by the parties hereto that the mortgage and
Note shall be modified as hereinafter set forth.

NOW, THEREFORE, in consideration of One and No/100 (\$1.00) Dollars and other good and
 valuable consideration mutually/paid by the parties hereto to each other, the receipt of
 which is hereby acknowledged by each of said parties, and further in consideration of the
 agreements, covenants, conditions and stipulations hereinafter set forth, Mortgagor, its
 successors and assigns and Comerica Bank - Illinois F/K/A Affiliated Bank Successor In
Interest by merger to State Bank of Lake Zurich,
 its successors and assigns do hereby covenant and agree as follows, to-wit:

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MODIFICATION 1: The parties hereby agree to modify the terms of repayment of indebtedness
 evidenced by the Note for Six Hundred Thousand and No/100
 (\$600,000.00) Dollars dated May 29, 1987, which is secured by
 the mortgage of even date therewith referred to and recorded with the
Recorder of Deeds of Cook County, Illinois, on
June 8, 1987 as Document Number 87308393 as follows:

Said unpaid indebtedness of Four Hundred Sixty Five Thousand One Hundred Forty Six & 77/100
 (\$465,146.77) Dollars and interest on the balance of principal remaining from time
 to time unpaid shall be paid as follows.

Principal and Interest payable monthly at the rate of 8.00 % per annum in equal
 installments of Five Thousand Six Hundred Forty Five & 51/100 (\$5,643.51) Dollars commencing on the
1st day of January, 1993 and on the 1st day of each month
 thereafter until this Note is fully paid except that the final payment of principal and
 interest, if not sooner paid, shall become due on the 1st day of December
2002.

This Agreement is supplementary to said mortgage. All the provisions
 thereof and of the Note including the right to declare principal
 and accrued interest due for any cause specified in said Note
 shall remain in full force and effect.

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All of the terms, covenants, conditions and agreements herein shall bind and the benefits and advantages shall inure to the successors and assigns of the Affiliated Bank and to Mortgage.

Witness our hands and seals this 18th day of November, 1992

Richard M. Mruz

Richard M. Mruz

Barbara J. Mruz

Barbara J. Mruz

AFFILIATED BANK

Don Snetsinger

Don Snetsinger, Second Vice President

Attest:

Patricia A. Bielat

Patricia A. Bielat, Vice President

MAIL TO: Steve Fulmer

This instrument prepared by Steve Fulmer for Comerica Bank - Illinois

35 W. Main Street
Lake Zurich, IL 60047

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Mail to: Steve Fulmer
Comerica Bank - Illinois
35 W. Main Street
Lake Zurich, IL 60047

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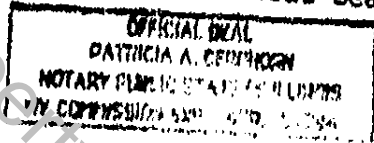
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STATE OF ILLINOIS)
COUNTY OF COOK }

I, Patricia A. Beylert a Notary Public in and for said County, in the State aforesaid, do hereby certify that Russell J. [unclear] and [unclear] who are 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 they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of November, 1992.

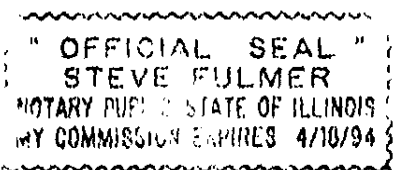


Patricia A. Beylert
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Don Sheringer, Second Vice President of Comerica Bank, and Patricia A. Bielat, Vice President of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 2nd Vice President & Vice President, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as a free and voluntary act of said Bank, for the uses and purposes set forth; and the said Vice President did also then and there acknowledge that, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument, as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of November, 1992.



Steve Fulmer
Notary Public

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Exhibit "A"

LOT 2 IN ARTHUR T. MCINTOSH AND COMPANY'S BRAEMAR OF INVERNESS
A SUBDIVISION OF PARTS OF SECTIONS 20, 21 AND 28, TOWNSHIP 42
NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING
TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1975 AS DOCUMENT
23219238 IN COOK COUNTY, ILLINOIS.

PIN 02-20-404-002-0000

Property Address: 1859 Proxwich Drive, Inverness, IL 60067

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