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92069408

FIRST AMENDMENT TO INSTALLMENT NOTE AND TRUST DEED

This First Amendment to Installment Note and Trust Deed dated this 30th day of January, 1992 is made by and between A. THEODORE KAMBEROS and NORA M. KAMBEROS, successors in interest to American National Bank and Trust Company, as Trustee under Trust Agreement dated March 9, 1983 and known as trust number 57293 ("Borrower"), Chicago Title and Trust Company, an Illinois corporation herein referred to as "Trustee", Katherine J. Grkovich ("Grkovich") and the Estate of Philip Dingraudo ("Dingraudo").

RECITALS

1. Borrower has previously executed a certain Installment Note ("Note") dated April 11, 1983 in the principal amount of One Hundred Fifty Six Thousand and No/100 Dollars (\$156,000.00).

2. The obligations under the Note are secured by that certain Trust Deed (the "Trust Deed") dated April 11, 1983 made by Borrower to and for the benefit of Trustee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document No. 26568246 covering the real estate commonly known as 2456-58 North Racine Avenue, Chicago, Illinois 60614 (the "Premises") and legally described in Exhibit A attached hereto.

3. That Grkovich and Dingraudo are currently the holders of the Note, each party being entitled to 50% of the proceeds received thereunder.

4. Borrower has agreed to pay off Dingraudo his entire share of the proceeds under the Note and Trust Deed and Dingraudo has agreed to release his interest in the Note and Trust Deed in accordance with the terms and conditions specified below.

5. Borrower and Grkovich have agreed to amend the Note and Trust Deed to restructure the terms of the remaining loan in accordance with the terms and conditions specified below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and conditions hereof and for any other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. The foregoing Recitals are confirmed by the parties hereto and are incorporated herein as if said Recitals were fully set forth in this paragraph 1.

92.50

RECORDING

143333 TRAN 8374 02/03/92 15:28:00
14171 C *--92--D69408
COOK COUNTY RECORDER

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Handwritten signature and date: 1/30/92

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2. The Note is hereby amended as follows:

The language set forth in the first grammatical paragraph of the Note which reads:

"One Hundred Fifty Six Thousand and No/100ths (\$156,000.00) Dollars in installments as follows: One Thousand Three Hundred Sixty Nine (\$1,369.00) Dollars on the 11th day of May, 1983, and One Thousand Three Hundred Sixty Nine (\$1,369.00) Dollars on the 11th day of each month (With 12th and 24th month exceptions below) thereafter, to and including the 11th day of April 1993, with a final payment of the balance due on the 1st day of May 1993. It is expressly understood that in addition to the monthly payments provided, that the principal sum of Five Thousand (\$5,000.00) Dollars is due and payable on the 11th day of April, 1984, and the principal sum of Five Thousand (\$5,000.00) Dollars shall be due and payable on the 11th day of April, 1985, being the 12th and 24th month of the date of this Note; with interest on the principal balance from time to time unpaid at the rate of Ten (10) per cent per annum payable monthly."

is hereby deleted and the following language substituted therefore:

"Sixty Seven Thousand Six Hundred Fifty and No/100 (\$67,650.00) Dollars in installments as follows: Eight Hundred Ninety Four and No/100 (\$894.00) Dollars on the 1st day of February, 1992 and Eight Hundred Ninety Four and No/100 (\$894.00) Dollars on the 1st day of each month thereafter, with a final payment of the balance due on the 1st day of February, 2002 with interest on the principal balance from time to time unpaid at the rate of Ten (10%) percent per annum payable monthly."

Further, the second sentence of the third full paragraph which reads "It is agreed that at the election of the holder or holders..." is hereby deleted and the following substituted therefor:

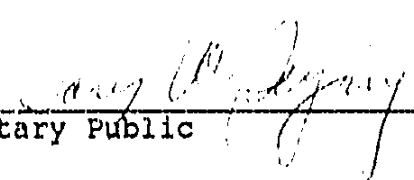
"At the option of the holders of this Note, all unpaid indebtedness secured by the Trust Deed of even date herewith shall, notwithstanding anything in this Note or in the Trust Deed to the contrary, become due and payable (a) in the case of a default in the payment of principal or interest when due which default continues for five (5) days after written notice to Borrower; or (b) in the case of a non-monetary default of any provision of the Trust Deed which default continues for fifteen (15) days after written notice to Borrower."

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Gary W. Seyring, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Nicholas Dingraudo, Independent Co-Administrator of the Estate of Philip Dingraudo, deceased, personally known to me to the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his and the Estate's free and voluntary act, for the use and purposes set forth therein.

GIVEN under my hand and notarial seal this 29th day of January, 1992.



Notary Public

My Commission Expires:

August 10, 1994

Property of Cook County Clerk's Office

0 0 0 0 0

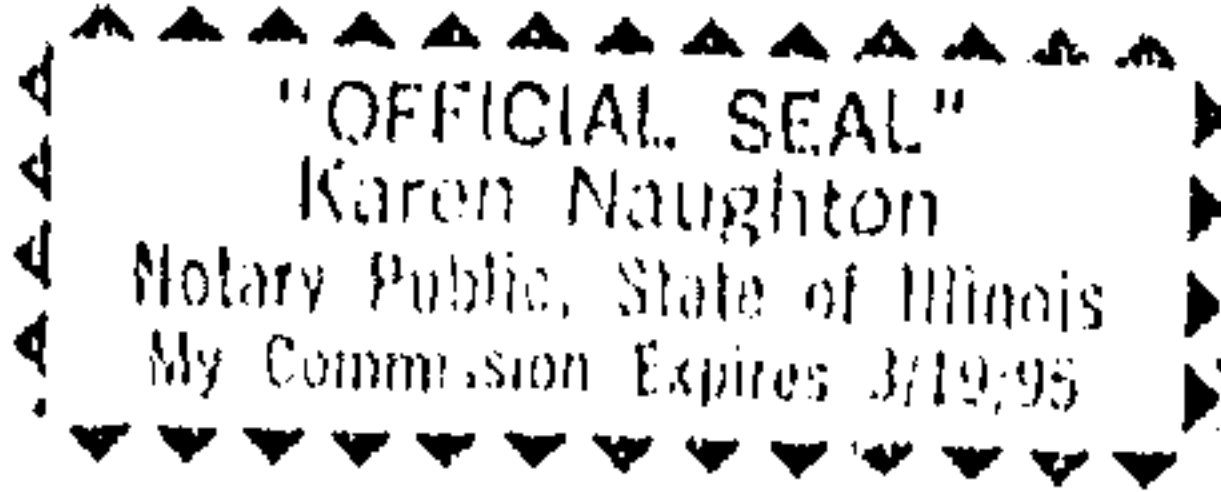
STATE OF ILLINOIS, }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date

1-24-95



[Handwritten Signature]
Notary Public

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STATE OF Illinois)
COUNTY OF Chic) SS.

I, Juan Ferrero, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that A. Theodore Kamberos, personally known to me to the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act, for the use and purposes set forth therein.

GIVEN under my hand and notarial seal this 30th day of January, 1992.

Juan Ferrero
Notary Public
Notary Public, State of Illinois
My Commission Expires: 7-12-92

My Commission Expires:
7-12-92

Property of Cook County Clerk's Office

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STATE OF Illinois)
COUNTY OF Cook) SS.

I, Joan Illiano, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Nora M. Kamberos, personally known to me to the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged to me that she, being thereunto duly authorized, signed and delivered said instrument as her own free and voluntary act, for the use and purposes set forth therein.

GIVEN under my hand and notarial seal this 30th day of January, 1992.

Joan Illiano
Notary Public
"NOTARIAL SEAL"
Notary Public
State of Ill.
Mr. Cook

My Commission Expires:

7-12-92

Property of Cook County Clerk's Office

92069:08

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

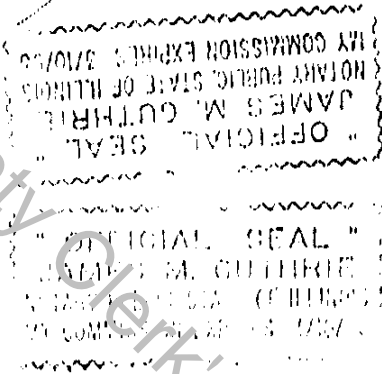
I, James M. Guttridge, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Katherine J. Grkovich, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged to me that she, being thereunto duly authorized, signed and delivered said instrument as her own free and voluntary act, for the use and purposes set forth therein.

GIVEN under my hand and notarial seal this 10 day of October, 1992.

[Signature]
Notary Public

My Commission Expires:

5/10/95



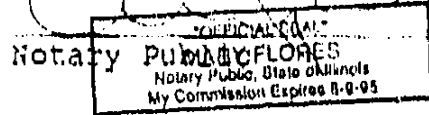
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, MARY FLORES, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Lucy Spagna, 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 severally acknowledged to me that she, being thereunto duly authorized, signed and delivered said instrument as her own free and voluntary act, for the use and purposes set forth therein.

GIVEN under my hand and notarial seal this 28th day of January, 1992.



My Commission Expires:

August 9, 1995

Property of Cook County Clerk's Office

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and Eight Hundred Ninety Four and No/100 (\$894.00) Dollars on the 1st day of each month thereafter, with a final payment of the balance due on the first day of February, 2002 with interest on the principal balance from time to time unpaid at the rate of Ten (10) percent per annum payable monthly each of said installments of principal bearing interest after maturity at the rate of ten (10) percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at Katherine J. Grkovich, 1636 Tanglewood, Hanover Park, Illinois 60103."

Further, the printed language in paragraph three (3) of the second page of the Trust Deed is hereby deleted and the following language substituted therefore:

"At the option of the holders of this Note, all unpaid indebtedness secured by the Trust Deed of even date herewith shall, notwithstanding anything in this Note or in the Trust Deed to the contrary, become due and payable (a) in the case of a default in the payment of principal or interest when due which default continues for five (5) days after written notice to Borrower; or (b) in the case of a non-monetary default of any provision of the Trust Deed which default continues for thirty (30) days after written notice to Borrower."

6. Borrower has paid Dingraudo in full his total share of the proceeds under the Trust Deed and Note. Dingraudo, and each and all of them for themselves, their personal representatives, heirs, agents, beneficiaries, shareholders, directors, officers and successors, and assigns, shall release and forever discharge Borrower, and all their personal representatives, heirs, agents, beneficiaries and assigns, for any and all obligations under the Trust Deed and Note referred to herein and all causes of action of every kind and nature whatsoever whether or not known, suspected or claimed, which they ever had, now have or might have arising from the beginning of time to the date hereof.

7. Dingraudo hereby assigns all of his rights, title and interest in the Trust Deed and Note to Grkovich.

8. In the event that any term, provision, or condition of the First Amendment to Installment Note and Trust Deed conflict with the Installment Note and Trust Deed, then the terms and provisions of the First Amendment to the Installment Note and Trust Deed shall prevail and control in all events. All other provisions in the Installment Note and Trust Deed dated April 11, 1983 remain in full force and effect.

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9. This First Amendment to Installment Note and Trust Deed shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns.

10. The parties hereto expressly agree that this First Amendment to Installment Note and Trust Deed shall be governed by, construed and enforced in accordance with the laws of the State of Illinois.

11. This document may be executed in counterpart.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Installment Note and Trust Deed to be executed the date first written above.

A. Theodore Kamberos
A. THEODORE KAMBEROS

Nora M. Kamberos
NORA M. KAMBEROS

Consented to By Chicago Title & Trust Co

James Deacon
James Deacon Assistant Vice President

Jean Bolter
Jean Bolter Assistant Secretary

KATHERINE J. GRKOVICH

THE ESTATE OF PHILIP DINGRAUDO

BY: _____
LUCY SPAGNA

ITS: _____

BY: _____
NICHOLAS DINGRAUDO

ITS: _____

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9. This First Amendment to Installment Note and Trust Deed shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns.

10. The parties hereto expressly agree that this First Amendment to Installment Note and Trust Deed shall be governed by, construed and enforced in accordance with the laws of the State of Illinois.

11. This document may be executed in counterpart.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Installment Note and Trust Deed to be executed the date first written above.

A. THEODORE KAMBEROS

NORA M. KAMBEROS

Katherine J. Grkovich

KATHERINE J. GRKOVICH

THE ESTATE OF PHILIP DINGRAUDO

BY: _____
LUCY SPAGNA

ITS: _____

BY: _____
NICHOLAS DINGRAUDO

ITS: _____

UNOFFICIAL COPY

9. This First Amendment to Installment Note and Trust Deed shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns.

10. The parties hereto expressly agree that this First Amendment to Installment Note and Trust Deed shall be governed by, construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Installment Note and Trust Deed to be executed the date first written above.

A. THEODORE KAMBEROS

NORA M. KAMBEROS

KATHERINE J. GRKOVICH

THE ESTATE OF PHILIP DINGRAUDO

BY: *Lucy Spagna*
LUCY SPAGNA

ITS: _____

BY: _____
NICHOLAS DINGRAUDO

ITS: _____

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9. This First Amendment to Installment Note and Trust Deed shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns.

10. The parties hereto expressly agree that this First Amendment to Installment Note and Trust Deed shall be governed by, construed and enforced in accordance with the laws of the State of Illinois.

11. This document may be executed in counterpart.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Installment Note and Trust Deed to be executed the date first written above.

A. THEODORE KAMBEROS

NORA M. KAMBEROS

KATHERINE J. GRKOVICH

THE ESTATE OF PHILIP DINGRAUDO

BY: _____
LUCY SPAGNA

ITS: _____

BY: Nick Dingraudo
NICHOLAS DINGRAUDO

ITS: Independent Co-Administrator

92003105

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EXHIBIT A

LEGAL DESCRIPTION

The North Half (N 1/2) of Lot Eleven (11) in Thomas Goode's Subdivision of that Part of the South Half (S 1/2) of Block Forty-Three (43) in Sheffield's Addition to Chicago lying East of Railroad in Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index No. 14-29-322-023-0000

Commonly known as 2456-58 N. Racine, Chicago, Illinois 60614



(This Document Prepared by
and after mailing should be
mailed to):

Nancy A. Thill
Joan M. Ferraro & Associates
1616 N. Damen
Suite 100
Chicago, Illinois 60647
(312) 772-8866
Attorney No. 52225

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3. Borrower shall have the right to prepay in whole or in part at anytime without penalty.

4. If any ownership interest in the Premises is conveyed to a third party after the date hereof, except by reason of death followed by a conveyance of such person's interest to an immediate family member (spouse, parent or child), Grkovich may, upon notice to Borrower, declare to be immediately due and payable in full the entire amount then due hereunder.

5. The Trust Deed is hereby amended as follows:

The language commencing on the seventh (7th) line of the Trust Deed to wit:

"THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of one hundred fifty six thousand and no/100ths (\$156,000.00) Dollars, made payable to bearer and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum in monthly installments as follows: One Thousand Three Hundred Sixty Nine (\$1,369.00) Dollars on the 11th day of May, 1983, and One Thousand Three Hundred Sixty Nine Dollars on the 11th day of each month (With 12th and 24th month exceptions below) thereafter, to and including the 11th day of April, 1993, with a final payment of the balance due on the first day of May, 1993, with interest on the principal balance from time to time unpaid at the rate of Ten (10) per cent per annum payable monthly; each of said installments of principal bearing interest after maturity at the rate of ten percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Atty. Helmut A. Fydrych"

is hereby deleted and the following substituted therefor.

"THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Sixty Seven Thousand Six Hundred Fifty and No/100 (\$67,650.00) Dollars, made payable to Bearer and delivered, in and by which said Note the Trust promises to pay out of that portion of the trust estate subject to said Trust Agreement and herein after specifically described, the said principal sum in monthly installments as follows: Eight Hundred Ninety Four and No/100 (\$894.00) Dollars on the 1st day of February, 1992