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NOTE AND MORTGAGE MODIFICATION AGREEMENT

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

COLONIAL BANK

as lender, and the undersigned, as owner of the premises of first deed parcel(s) described ("Owner") and James P. DiMatteo and Catherine DiMatteo, as wife, representing himself and his wife as the owner of the real estate parcel(s) described ("Owner").

WHEREAS, the undersigned, as the owner of the premises, when executed and delivered to Colonial Bank, a certain Promissory Note, the principal amount of FIFTY SEVEN THOUSAND AND 00/100 (\$57,000.00) (the "Note"), and certain other documents, which include the payment of interest by the undersigned, with a certain Mortgage on First Deed of certain real estate ("Mortgage") which was recorded in the office of the Recorder of Deeds of Cook County, Illinois, on the 11th day of February, 1988, as document No. 142779, and certain other documents, as described as follows:

The North East 1/4 of Section 16, All of the 1/2 of Block 1, 11 and Addition to Parkside Park, a subdivision of the North West 1/4 of the North East 1/4 of Section 16, Township 40 North, Range 12 East, 3rd E. 1/2 of the 1/2 of the 1/2 of Cook County, Illinois.

Recorded in Cook County, Illinois, in the Office of the Recorder of Deeds, as follows:

WHEREAS, the undersigned, as the following, documents in compliance with the Mortgage, recorded above, and recorded in appropriate records of the State of Illinois:

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

NOW, THEREFORE, the undersigned, as the parties, covenants and conditions set forth in the Note and Mortgage, considered together, the receipt and satisfaction of which is hereby acknowledged, Colonial Bank and Owner hereby agree that the Note and Mortgage are hereby modified as follows, in accordance with paragraphs which are hereby amended:

1. Outstanding indebtedness. As of the Effective Date, the outstanding indebtedness on the Note is \$48,000.00 (the "Indebtedness").

2. Extension of Term. The parties hereby agree to extend the term of payment of the indebtedness to and including February 1, 1997, with payments as follows in paragraph 3 below.

3. Interest Rate. The parties hereby agree that the rate of annual percentage interest on the Note is 8.00% per annum, beginning February 1, 1992, and interest accrues until the date of payment, with payments as follows in paragraph 4 below.

4. Amortization. The parties hereby agree to continue to own the premises described in the Note and Mortgage, and the "Amortization" under the Note and Mortgage. Colonial Bank and Owner agree that such Amortization shall be applied to and become part of the principal amount of the Note and Mortgage, and that such sum shall be repaid as herein provided.

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STATE OF ILLINOIS)
COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, JOHN HERBRY PERTLEY, and the above named persons, I KNOW to be the persons mentioned whose names are on the instrument, and I know that they 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 they did and executed the same in full.

GIVEN under my hand and Notary Seal this *4th* day of *March*, 1994.
John Herby Pertley
NOTARY PUBLIC

(SEAL) My Commission Expires:

COLONIAL BANK

BY: *Barbara A. Bernardini*
Its: *Barbara A. Bernardini* (SEAL)

ATTEST: *Margaret Brink*
Its: *Margaret Brink* (SEAL) *Secretary*

State of Illinois)
County of Cook)

The undersigned, a Notary Public in and for the County and State aforesaid, JOHN HERBRY PERTLEY, and the above named *Barbara A. Bernardini* Vice President and *Margaret Brink* Assistant Secretary of Colonial Bank, a corporation organized under the laws of the State of Illinois, whose names are on the foregoing instrument, appeared before me this day in person and acknowledged that said Vice President, if custodian of the corporate seal of said corporation, caused the corporate seal of said corporation to be affixed to the instrument as the free and voluntary act of said corporation.

GIVEN under my hand and Notary Seal this *4th* day of *March*, 1994.
John Herby Pertley
NOTARY PUBLIC

(SEAL) My Commission Expires:

This instrument was prepared by and return to: Richardson, Colonial Bank, 640 W. Belmont Ave., Chicago, Illinois 60644.

02/23/94

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