

MODIFICATION AGREEMENT

THIS INSTRUMENT, made February 1, 1992, by and between GARY-WHEATON BANK, NATIONAL ASSOCIATION (First Party), which is the owner of the Mortgage hereinafter described, and VICTORIA TIMONERA AND PRECIOSO TIMONERA (Second Party) who are the titleholders of the real estate hereinafter and in said Mortgage described, WITNESSETH:

1. The parties hereby agree to modify the terms of repayment of the indebtedness evidenced by the Installment Note for FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) dated July 8, 1986 which is secured by the Mortgage of even date herein referred to and recorded on July 30, 1986 in the Recorder's Office of Cook County, Illinois, as Document No. 86325214, and subsequent Modification Agreements dated August 1, 1991 and November 1, 1991, and recorded on August 27, 1991 and November 19, 1991 in the Recorder's Office of Cook County as Document Nos. 91440348 and 91607990, under which the Mortgagor mortgages to GARY-WHEATON BANK, NATIONAL ASSOCIATION, certain real estate situated in the County of Cook, State of Illinois, described as follows:

LOT 23 IN BLOCK 1 IN J.E. WHITE'S FIRST DIVERSEY PARK ADDITION A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 5518 W. Diversey, Chicago, Illinois.

P.I.N.: 13-28-125-033-0000

2. Current principal amount remaining unpaid on the indebtedness is THIRTY-ONE THOUSAND NINE HUNDRED FORTY-EIGHT AND 26/100 (\$31,948.26) DOLLARS.

3. Said Installment Note shall be amended to provide that, commencing on February 1, 1992, interest shall accrue at the rate of 12.0% per annum and said unpaid principal amount of \$31,948.26 and interest on the balance of principal remaining from time to time unpaid, at the rate of 12.0% per annum shall be paid in installments as follows:

Beginning March 1, 1992 principal and interest payments of \$465.00 plus a tax escrow payment will be due and on the first day of every month thereafter until May 1, 1992, which is the maturity date. All such payments on account of the indebtedness evidenced by said Note shall first be applied to interest on the unpaid balance and the remainder to principal.

4. Notwithstanding anything to the contrary in said Installment Note, if any part of said unpaid principal amount or interest thereon be not paid as herein provided, or if default in the performance of any other covenant of the Mortgage shall continue for three (3) days, the entire principal sum remaining unpaid together with the then accrued interest shall, without notice, at the option of the holder of said Installment Note become and be due and payable, in the same manner as if said modification had not been granted.

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COOK COUNTY RECORDER

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Victoria & Precioso Timonera
February 1, 1992
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5. From and after the date hereof, Second Party shall furnish to First Party within ninety (90) days following the end of each fiscal year of Second Party, for so long as said Installment Note shall not have been repaid in full, its financial statements and federal and state income tax returns for such fiscal year and such other financial information as First Party may request, all in form and substance satisfactory to First Party. In addition to such financial statements and tax returns, Second Party shall deliver to First Party a rent roll prepared as of the last day of such fiscal year and copies of any and all new leases and modifications and amendments to existing leases entered into during such fiscal year. All rent rolls, financial statements, new leases, and modifications and amendments to existing leases shall be certified by Second Party as being true and correct and complete. If Second Party is an Illinois land trust, then the financial statements, tax returns and other financial information furnished by Second Party shall pertain to the beneficiary of Second Party and the certification thereof shall be given by the beneficiary of Second Party. Second Party's failure to comply with the provisions of this Paragraph 6 shall constitute a default under said Mortgage.

6. This Agreement is supplementary to said Mortgage, said subsequent Modification Agreements, and to the Assignment of Rents dated July 8, 1986 and recorded as Document Number 86325215. Except as provided herein, all the provisions thereof and of the Installment Note including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Installment Note shall remain in full force and effect.

Second Party, VICTORIA TIMONERA AND PRECIOSO TIMONERA, have advised First Party that the proceeds of the loan secured by the Mortgage hereinabove referred to were originally used for the purposes specified in Subsection (1)(2) Section 6404 Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured thereby constitutes a business loan which comes within the purview of said paragraph.

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

GARY-WHEATON BANK,
NATIONAL ASSOCIATION

By: Michael F. Moore

Title: Vice President

ATTEST

By: Debra E. Patsup

Title: Vice President

BORROWERS:

Victoria Timonera,

Precioso Timonera

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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: 312.603.1000 FAX: 312.603.1001

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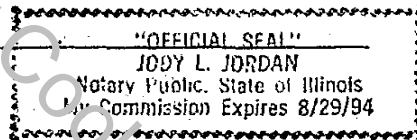
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael F. Moore, Vice President of Gary-Wheaton Bank, National Association, and Deborah E. Patrak, Vice President of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments such Vice President and _____ appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as the free and voluntary act of said Bank, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of February, 1992.

Jody L. Jordan
Notary Public

My Commission Expires:



STATE OF Florida)
) SS
COUNTY OF Osceola)

I, Sara Lynn Lawrence, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Victoria Timonera and Precioso Timonera, 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 own free and voluntary act.

GIVEN under my hand and Notarial Seal this 6th day of February, 1992.

Sara Lynn Lawrence
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Jan. 1, 1994
Bonded Third Trust Fidelity Insurance Inc.

This document prepared by
and to be delivered to:

Jody L. Jordan
Gary-Wheaton Bank
120 E. Wesley Street
Suite #2029
Wheaton, IL 60187

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