92160383

MODIFICATION AGREEMENT (Illinois)

This Indenture, made this lst day of March
19 92 , by and between CAPITOL BANK AND TRUST
the owner of the Mortgage or Trust Deed hereinafter described,
and CAPITOL BANK AND TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTUBER 2, 1990 AND KNOWN AS TRUST #2116
representing himself or themselves to be the owner or owners of
the real estate hereinafter and in said deed described ("Owner"),
WITNESSETH.
1. The parties hereby agree to extend the time of payment
of the indebtedness evidenced by the principal promissory Note or
Notes of Capitol Bank and Toust, As Trustee Under dated October 4 Trust Agreement Dates October 2, 1990 and Known As Trust #2116
19_90 , secured by a Mortgage or Trust Deed in the nature of a
Mortgage registered/recorded <u>Oc.ober 5</u> , 19 <u>90</u> , in
the office of the Registrar of Titles/Recorder of DuPage
County, Illinois, inofat page
as document No. 400-134230 conveying
toChicago Title and Trustcertain real estate inDuPage
County, Illinois described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE LOSS IS THE HOLLOWING DESCRIBED REAL ESTATE LOSS IS THE HOLLOWING DESCRIBED REAL ESTATE LOSS IS THE HAS SECTION OF LOT BY CERTIFIC THE HAS SECTION OF LOT BY CERTIFIC TOWN OF LONG BEING A SUBDIVISION OF SECTIONS 5, 6, 7, 8 AND 18, TOWNSHIP 39 NORTH, RAISE II, EAST OF THE THIRD PRINCIPAL MERICAN, ACCORDING TO THE PLAT OF SAID HARTZ CONSTRUCTION CONSCIUNTION, SUBDIVISION RECORDED TOHE 14, 1988 AS COCCUMENT HAR OBTAGS, IN DUPAGE COUNTY, THE MIGHTS, WHICH SURVEY IS ATTACHED AS EXHIBIT TAT TO THE DECLARATION OF CONDOMINION HECORDED NOVEMBER 27, 1989 AS DOCUMENT BRY 148818, TOGETHER WITH HIS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property Address: 212 W. St. Charles, Unit 403, Lombard, IL PIN #06-07-223-039

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	2	2.	The	amount	remainin	g un	paid on t	he indebt	ednes	s is
\$_	73,0	98.4	4		Principal	and	Interest	payments	on a	monthly
ba	sis	wil	l be	\$_634.	37					

- shall be paid on or before November 1, 1995 and the Owner in consideration of such extension promises and agrees to pay the principal sum secured by said Mortgage or Trust Deed as and when therein provided, as hereby extended, and to pay interest thereon until November 1, 19, 95, at the rate of 8,50 per cent per annum, and thereafter until maturity, and interest after maturity at the rate of 11.50 per cent per annum, and to pay both principal and interest as provided for the Mortgage or Trust Deed hereinabove described, as the holder or holders of the said principal Note or Notes may from time to time in writing appoint, and in default of such appointment at CAPITOL BANK AND TRUST, 4801 W. FULLERTON AVENUE, CHICAGO, ILLINOIS.
- 4. 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 ten 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 extension had not been granted.

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This agreement is supplementary to said Mortgage or All the provisions thereof and of the principal Note or Notes, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Trust Deed 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 Mortgagor in said Mortgage or The provisions of this indenture shall inure to the benefit of any holdsmoof said principal Note or Notes and interest Notes and shall bind the heirs, personal representatives and assigns of the Owner. Othe 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 If the Owner consists of two or more persons, their estate. liability hereunder shall be joint and several.

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

Owner CAPITOL BANK AND TRUST AS TRUSTEE This instrument is executed by CAPITOL BANK AND TRUST UNDER TRUST NO. 2116 DATED 10/2/90 & NOT POSSIBLE SAID AND POSSIBLE SAID. All the covenants and error as a frustee said. All the covenants and error as a frustee said. All the covenants and error as a frustee said. All the covenants and error as a frustee said. All the covenants and error as a frustee of the covenants. The said and not individually, and no personal link in under a sciented or be enforceable against CAPITOL BANK AND INCOME OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

Guarantor Sally K. Sanders