

UNOFFICIAL COPY  
Modification Agreement

92250186

Loan No. 6958-4

WHEREAS **SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION**

loaned **FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE, UNDER TRUST AGREEMENT DATED DECEMBER 21, 1967 AND KNOWN AS TRUST NUMBER 1352**

the sum of **One Million One Hundred Thousand and No/100** Dollars

(\$ 1,100,000.00), as evidenced by a note and mortgage executed and delivered on August 19, 1985 which mortgage is duly recorded in the public records in the jurisdiction where the mortgaged property is located, which note and mortgage are hereby incorporated herein as a part of this instrument, and recorded as Document #85205630 and Assignment of Rents dated August 19, 1985 and recorded as Document #85205631  
WHEREAS, the undersigned, owner of said premises, has found it necessary and does hereby request a modification of the terms of said loan for the following reasons:\*

\* See Reverse Side.

1992 APR 6 PM 12:42

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AND WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter;

THEREFORE, it is hereby agreed that, as of the date of this Agreement, the unpaid balance of said indebtedness is

**Nine Hundred Sixty Thousand and No/100** Dollars (\$ 960,000.00 ),

all of which the undersigned promises to pay with interest at **9.75** % per annum until paid, and that the

same shall be payable **Ten Thousand One Hundred Sixty Nine and 88/100** Dollars (\$10,169.88 ),

per month beginning on the **First** day of **June** 19 **92**, to be applied first to interest,

and balance to principal, plus a sum estimated to be sufficient to discharge taxes and insurance obligations (which estimated sum may be adjusted as necessary) and that in all other respects said mortgage contract shall remain in full force and effect.

Signed, sealed and delivered this **6th** day of **April** 19 **92**

**SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION**

**FIRST NATIONAL BANK OF EVERGREEN PARK  
TRUST NO. 1352, DATED 12/21/67  
AND NOT PERSONALLY**

*[Signature]*  
Senior Vice President & Trust Officer

ATTEST  
*[Signature]*  
Assistant Secretary / Trust Officer

(SEAL)  
**SEE ATTACHED RIDER FOR EXECUTION BY TRUSTEE** (SEAL)

\*Note: Strike out words "for the following reasons:" if not applicable.

**CONSENT TO LOAN MODIFICATION**

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing loan modification.

X *[Signature]* (SEAL)  
Robert Garber  
X *[Signature]* (SEAL)  
John A. Pope

(NOTE: The above loan modification agreement, when signed, would be good only as against the present obligor or obligors. If it is desired to hold an endorser, guarantor, or other secondary party, including an original unreleased borrower, the above consent should be executed.)

THIS INSTRUMENT WAS PREPARED BY:  
**SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION**  
4062 Southwest Highway  
Hometown, Illinois 60456  
ATTN: Cynthia Belke

Handwritten notes on the left margin.

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# UNOFFICIAL COPY

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Property of Cook County Clerk's Office

19-31-312-002-0000 and 19-31-312-003-0000

PERMANENT INDEX NO

8505-8531 South Harlem Avenue  
Burbank, Illinois 60459

PROPERTY ADDRESS:

Lot 21 in Nottingham Square, a subdivision of part of the West 1/2 of the  
Southwest 1/4 of Section 31, Township 38 North, Range 13 East of the Third  
Principal Meridian, in Cook County, Illinois.

LEGAL DESCRIPTION:

- \* To grant an additional advance of \$112,179.36 to said mortgage.
- \* To amend the interest rate from 10.00% to 9.750%.
- \* To amend the principal and interest payment from \$11,875.16 to \$10,169.88 beginning June 1, 1992.
- \* To amend the late charge from \$590.75 to \$508.49 (5% of the principal and interest payment).
- \* All other conditions remain the same.

# UNOFFICIAL COPY

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RIDER ATTACHED TO LOAN MODIFICATION AGREEMENT TO  
SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION  
DATED April 9, 1992 UNDER TRUST NO. 1352

Executed and delivered by FIRST NATIONAL BANK OF EVERGREEN PARK not in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any being hereby expressly waived and released by all other parties hereto, and those claiming by, through or under them.

FIRST NATIONAL BANK OF EVERGREEN PARK  
not individually, but as Trustee Under  
Trust No. 1352.

BY [Signature]  
Vice President & Trust Officer

ATTEST:

[Signature]  
Assistant Trust Officer

92250186

PROPERTY OF COOK COUNTY Clerk's Office