

NOTE MODIFICATION AGREEMENT

Lakeside Bank (the "Lender"), an Illinois Banking Corporation, and the undersigned, Stephen Lee Moy and Mabel Lee Moy, his wife, (the "Borrowers") agree as follows:

1. The Lender presently owns and holds a Borrower's note, dated May 26, 1988, and payable to the Lender in the sum of \$250,000.00. The note is executed by Stephen Lee Moy and Mabel Lee Moy, his wife, ("the Borrowers") in their capacity as prime obligors on the note.

2. The note is secured by, among other things, a mortgage of same date conveying the premises commonly known as 7501 West Roosevelt Road, Forest Park, Illinois. The mortgage was recorded with the Cook County Recorder of Deeds on May 31, 1988, as Document No. 88220538 securing the real estate described in attached Exhibit "A". The Lender's mortgage lien (the "Lien") is insured under mortgage loan policy No. 463906 dated May 31, 1988 issued by Chicago Title Insurance Company ("Title Insurer"). The Note, Mortgage, and all other documents evidencing or securing the Loan (the "Loan Documents") are hereby incorporated herein by reference.

3. The Borrowers have requested and the Lender has agreed that the terms of the Loan be modified. Accordingly, but subject to the conditions hereinafter provided, the Note and Mortgage (and each of the other Loan Documents to the extent necessary to conform thereto) are hereby amended as follows:

- (a) The Maturity Date is changed from May 25, 1993 to June 1, 1998
- (b) The note contract rate is reduced (from 10.50 per annum) to 9.50% per annum
- (c) Principal and accrued interest are due and payable in legal U.S. currency in sixty (60) equal monthly payments of \$2,554.32 on the 25th day of each month beginning June 25, 1993. Unless paid prior to maturity, the last scheduled payment which is \$2,554.32 PLUS ALL UNPAID PRINCIPAL, cost, expenses, advances and accrued interest shall be due and payable on June 1, 1998, which is the date of maturity.

4. The Borrowers hereby warrants to the Lender that the title to the Premises and the priority of the Lien are in the same condition and subject to no exceptions other than as shown in the Loan Policy, except that the real estate taxes are currently paid and the Premises are free and clear from any mechanics' (or other) liens with respect to any construction work thereon.

5. The foregoing modification shall be effective as of the date hereof, all other provisions of the note shall remain in full force and effect; the execution hereof by the Borrowers shall also constitute its direction upon the land trust to execute such documents reflecting this modification as the BANK may deem necessary or appropriate hereto.

Dated this 23th day of June 1993.

LENDER:

LAKE SIDE BANK

BY:

Stan J. Bochnowski

ITS: Vice President

BORROWER: DEPT-01 RECORDING \$23.00  
T#6666 TRAN 6034 06/30/93 16:55:00  
#5092 # \*-73-503851  
COOK COUNTY RECORDER

Stephen Lee Moy

Mabel Lee Moy

RETURN TO: Lakeside Bank  
Attn: S. J. Bochnowski  
2268 S. King Drive  
Chicago, Illinois 60616

Box 219

93503851

23 8 D

# UNOFFICIAL COPY

## EXHIBIT "A"

Attached to and forming a part of a Note and Mortgage Modification Agreement, dated June 23, 1993 between Stephen Lee Moy and Mabel Lee Moy, his wife, and Lakeside Bank.

LOTS 19 TO 23 IN BLOCK 19 IN DUNLOP MAAS AND ANSTETT'S SUBDIVISION OF BLOCKS 3, 9, 14 AND 19 IN JOSEPH K. DUNLOP'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE EAST 1/3 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 LYING SOUTHEAST OF THE CENTER OF DES PLAINES AVENUE IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

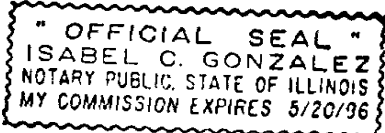
Commonly Known as: 7501 W. Roosevelt Road  
Forest Park, Illinois

Permanent Tax No.: 15-13-425-035  
15-13-425-036

STATE OF ILLINOIS )  
  ) ss  
COUNTY OF COOK    )

I, Isabel C. Gonzalez, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Stephen Lee Moy and Mabel Lee Moy, his wife, are personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in persons and acknowledged that Stephen Lee Moy and Mabel Lee Moy, his wife, signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23 date of June, 1993.



Isabel C. Gonzalez

This Document was prepared by:

Stan J. Bochnowski  
Vice President  
Lakeside Bank  
2268 South King Drive  
Chicago, Illinois 60616

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S. J. Bochnowski  
2268 S. King Drive  
Chicago, Illinois 60616  
Attn: \_\_\_\_\_

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Property of Cook County Clerk's Office

~~RETURN TO: Lakeside Bank  
S. J. Bochnowski  
2268 S. King Drive  
Chicago, Illinois 60616~~

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