93505463

#### INSTALLMENT NOTE AND TRUST DEED MODIFICATION AGREEMENT

\$25.50

Witnesseth:

T40011 TRAN 5344 07/01/93 09144100 41303 4 \*-93-505463

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COOK COUNTY RECORDER
Whereas, the Bank is the owner and holder of a certain Installment Note
(hereinafter called the "Note") in the original principal amount of One Hundred
Eighty Thousand and no/100ths Dollars (\$180,000.00) from the Borrower dated May
2. 1988 payable to the order of bearer and;

Whereas, the Note is secured by a Trust Deed in the amount of One Hundred Eighty Thousand and no/100ths Dollars (\$180,000.00) dated May 2, 1988 and recorded May 18, 1988 in the office of the Recorder of Cook County, Illinois, as document number 882, 2575 on premises located in the City of Chicago, County of Cook, State of Illinois and legally described as follows:

Lots 5, 6, 7, 8 and 9 in Block 1 in James Pease's First Irving Park Boulevard Addition, a subdivision of the north half of the east half of the north selt quarter of the north east quarter of section 23, township 40 north, rarge 13, east of the third principal meridian in Cook County, Illinois.

Commonly Known A.: 3221-25 W. Irving Park Rd., Chicago, IL Permanent Tax Index Number: 13-23-207-003 Lots 5 and 6, 13-23-207-002 Lots 7 and 8 and 13-23-207-001 Lot 9

Whereas, the Note and Trust Deed are due and payable as of June 1, 1993 and;

Whereas, the interest rate on the Note is Nine (9.00%) Percent, per annum and;

Whereas, the Guarantors are oblighted to make monthly installments of principal and interest in the amount of One Thougand Eight Hundred Twenty Five and 68/100 Dollars (\$1,825.68) on the Note based on a fifteen (15) year amortization (hereinafter called the "Amortization Term") and;

Whereas, the principal balance outstanding on the Note as of June 1, 1993 is \$144,670.54 and;

Whereas, the Guarantors have requested that the Fank extend the maturity date of the Note and Trust Deed to September 17, 1993 sn2;

Whereas, the Guarantors have requested that they be required to make payments of interest only monthly and;

Whereas, the Guarantors have requested that the interest rate charged on the Note be reduced to Eight and One-Half percent (8.50%) per armum and;

Whereas, the Bank has agreed to extend the maturity date of the Note and;

Whereas, the Bank has agreed to require that the Guarantors make interest only payments on the Note and;

Whereas, the Bank has agreed to reduce the interest rate charged of the Note:

Now Therefore, in consideration of Thirty Five and no/100 Dollars ((35-00) and other good and valuable consideration, receipt of which is hereby acknowledged and, in further consideration of the mutual promises contained herein, Borrower, Guarantor and Bank agree as follows:

- 1. The maturity date of the Note and Trust Deed is hereby extended to September 17, 1993.
- 2. The interest rate charged on the Note as of the date hereof shall be equal to Eight and One-Half Percent (8.\$0%) per annum.
- 3. Borrower is obligated to make payments of interest only on the Note beginning July 1, 1993 and continuing on the first day of each month thereafter to and including the new maturity date.
- 4. All other terms, promises and conditions of the Note and Trust Deed modified hereby are hereby confirmed.
- 5. This Modification Agreement shall be attached to and made a part of the Note and Trust Deed.
- 6. The Borrower warrants that the Note and Trust Deed as modified hereby are valid, binding and enforceable according to these terms.



In witness whereof, this Modification Agreement has been executed as of the day and year first above written.

By:

(Trustee)

(Trustes)

Attest:

Accepted and acknowledged this 1st day of June, 1993
SEE RIDER ATTACHED AND MADE A PART

All American Bank of Chicago

Someph G. Glab

Senior Vice President

Attests

Consent:

6 2 ] Guarantor Etta Wolfson,

State of <u>Illinois</u> County of <u>Cook</u>

I, the undersigned, a Notary Public in and for said County in the State of aforesaid, DO HEREBY CERTIFY, that Ronald L. Jansen of First Colonial Trust Company f/k/a Avenu. Sank & Trust Company of Oak Park, and Norma J. Haworth, of said corporation personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice Pres. and Land Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts. And the free and voluntary acts of said as their own free and voluntary acts, and as the free and voluntary act of said corporate seal of said company to said instrument as his own free and voluntary act, and as the free and voluntary act of said dompany, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of 1993.

> OFFICIAL SEAL ( NOTARY PUBLIC, STATE OF ILENAMY MY COMMISSION EXPIRES Publ c MY COMMISSION EXPIRES 7/11/96 }

State of <u>Illinois</u> County of <u>Cook</u>

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Irving Wolfson and Etta Wolfern his wife personally known to me to be the same person whose name is substrated to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22 day of

TEE TAL SEAL" UTTA C. BLOMGREN Totary Public. State of Illinois Co omission Expires 5/21/97

Pirst Colonial Trust Company as Trustee

Jansen,

Norma J. Haworth, Land Trust Officer

Sr. Vice President

Harry the

as aforementioned [

Rona Id

Avenue Bank and Trust Company of Oak Park

Avenue Bank Trust Company of Oak Park

An

My commission expires

This document is executed to liver Calerso Trust Company, not personally part. Trusten as absenced, in the execution of the power and authority conserved product of thing the task decrease the indicated that is expressly understood end agreed that colling to task decrease to endough to those so the tests account the endough to pay any stact to best account the endough of a personal production, and task there expressed in mode, including but not hadron to warrantee, any covenants, either expressed in mode, including but not hadron to warrantee, indemnification, and task therefore majorist attains an said decreased, fall was labelly. If any, being expressly worked by the parties bereto any the two concessors and assigns) and that the form constitutions hereto any the owner of any indebtedness or right worked by the first exact trustee it considers the owner of any indebtedness or right worked in order of endoughers that I have which to the premises described therein for the pay of or enforcement thereof, it being about stood that said frustee merely holds lead title to the premises described therein the rease and as no confect over the majorise themselved to the mome therefore, and here on the owner of the rease and of the agreement to which it is no knowledge respecting any backed matter with respect to said premises, except a represented to the terms of this riser and of the agreement to which it is attached, on any questions of apparent holds to extracting.

State of Illinois County of Cook

1, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Joseph G. Glab, and Digo A. Mangawan of All American Bank of Chicago, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Vice President respectively, 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 as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said VICE PRIVATED Secretary then and there acknowledged that, as custodian of the corporate seal of said corporation, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 22 day of \_\_\_\_\_\_, 199

"OFFICIAL SEAL"
UTTA C. BLOMGREN
Notary Public, State of lilinois
My Commission Expires 5/21/97

Notary Public

OT HAM

My commission expires: 5/21/91

State of Illivois County of Cook

I, the understaned, a Notary Public in and for said County in the State of aforesaid, DO HEREBY CLATIFY, that Ronald G. Thompson of Avenue Bank and Trust Company of Oak Park, and corporation, personally known to me to be the same persons whose names are subscribed to the foregoin; instrument as such Vice President and respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporate seal of said company to said instrument is his own free and voluntary act, and as the free and voluntary act of said corporate seal of the said voluntary act of said corporate seal of the said voluntary act of said corporate seal of the said voluntary act of said corporate seal of the said voluntary act of said corporate seal of the said voluntary act of said corporate seal of the said voluntary act of said corporate seal of the said voluntary act of said corporate seal of the said voluntary act of said corporate seal of the said voluntary act of said corporate seal of the said voluntary act of said corporate seal of the said voluntary act of said corporate seal of the said voluntary act of said corporate seal of the said voluntary act of said corporate seal of the said voluntary act of said corporate seal of the said corporate seal of the said corporate seal of said corporate seal of the said corporate seal of said corporate seal of the said corporate seal of said corpora

Given under my hand and Notarial Seal this 24th day of June , 1993.

" OFFICIAL SEAL "
JUNE M. STOUT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/17/96

Stary Public Atox

This document was prepared by and should be mailed to:

Diane M. Chao, All American Bank of Chicago, 3611 . Kedzle Ave. Chicago, IL 60618

Property of Coot County Clerk's Office

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