

czerniak.mod

**LOAN MODIFICATION AGREEMENT**

WHEREAS, PEOTONE BANK AND TRUST COMPANY, loaned MARK S. CZERNIAK and PEGGY CZERNIAK, his wife, the sum of FORTY SEVEN THOUSAND AND 00/100 DOLLARS (\$47,000.00), as evidenced by the Note and Mortgage executed and delivered on November 8, 1983, which Mortgage is duly recorded in the office of the Recorder of Deeds, Cook County, Illinois, as Document No. 26 904 360, which Note and Mortgage are hereby incorporated herein as a part of this instrument, and

WHEREAS, the property is legally described as follows:

See attached rider for legal description, which is made a part hereof.

Unit 1721 in Sandpiper South Condominium No. 7, as delineated on a survey of the following described real estate: Lots 14 to 17 in Sandpiper South Subdivision Unit No. 6, being a Subdivision of part of the Southwest 1/4 of Section 4, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 24,683,769, as amended from time to time, together with its undivided percentage interest in the common elements.

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ALSO

PARCEL II:

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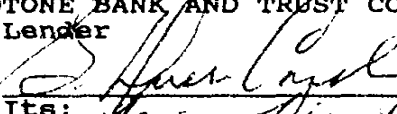
Easement appurtenant to and for the benefit of Parcel I as set forth in the Declaration of Easements made by Beverly Bank, as Trustee under Trust Agreement dated November 22, 1972 and known as Trust Number 8-4011 recorded December 12, 1973 as Document 22,570,315 and amended by Document 24,683,760 and as created by Deed from Beverly Bank, as Trustee under Trust Agreement dated November 22, 1972 and known as Trust Number 8-4011 to Patricia Emerson recorded as Document 26,366,612 for the purpose of ingress and egress, in Cook County, Illinois.

THEREFORE, it is hereby agreed that, as of the date of this Agreement, the unpaid balance of said indebtedness is THIRTY SEVEN THOUSAND FIVE HUNDRED FIVE AND 74/100 DOLLARS (\$37,505.74), all of which the undersigned promises to pay with interest at TEN and ONE-HALF percent (10.5%) per annum until paid, and that the same shall be payable FOUR HUNDRED EIGHTY AND 24/100 DOLLARS (\$480.24) per month beginning on January 15, 1993, 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). The maturity date of the loan shall be December 15, 1997, at which time any remaining unpaid principal and interest shall become due.

It is further agreed that all terms and conditions contained in said Note and Mortgage not herein specifically modified, shall remain in full force and effect.

Signed, sealed and delivered this 15th day of December, 1992.

  
\_\_\_\_\_  
Mark S. Czerniak, Borrower

PEOTONE BANK AND TRUST COMPANY,  
as Lender  
BY:   
\_\_\_\_\_  
Its: Senior Vice President

  
\_\_\_\_\_  
Peggy Czerniak, Borrower

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Property of Cook County Clerk's Office

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*Peggy Czerniak*  
Peggy Czerniak, Borrower

*Mark S. Czerniak*  
Mark S. Czerniak, Borrower

*Peotone Bank and Trust Company*  
BY: *[Signature]*  
as Lender  
PEOTONE BANK AND TRUST COMPANY,  
Its: *Peotone Bank and Trust Company*

Signed, sealed and delivered this 15th day of December, 1992.

It is further agreed that all terms and conditions contained in said Note and Mortgage not herein specifically modified, shall remain in full force and effect.

THEREFORE, it is hereby agreed that, as of the date of this Agreement, the unpaid balance of said indebtedness is THIRTY SEVEN THOUSAND FIVE HUNDRED FIVE AND 74/100 DOLLARS (\$37,505.74), all of which the undersigned promises to pay with interest at TEN and ONE-HALF percent (10.5%) per annum until paid, and that the same shall be payable FOUR HUNDRED EIGHTY AND 24/100 DOLLARS (\$480.24) per month beginning on January 15, 1993, 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). The maturity date of the loan shall be December 15, 1997, at which time any remaining unpaid principal and interest shall become due.

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

WHEREAS, the undersigned owner of said premises, desires a modification of the terms of said loan and said PEOTONE BANK AND TRUST COMPANY, has agreed to the terms of said loan modification as herein stated; and

Permanent Index Number: 78-04-301-018-1075  
Property Address: 14028 S. Laramie, Unit 1718, Crestwood, IL 60445

DEPT-01 RECORDINGS 429 50  
TH0000 TRNN 0416 02/01/93 12:23:00  
#0369 # 4-53-062072  
COOK COUNTY RECORDER

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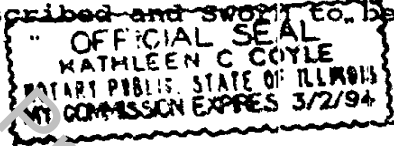
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF WILL )

I, the undersigned, Notary Public in and for the County and State aforesaid, do hereby certify that G. Duane Carder as Senior Vice President of PEOTONE BANK AND TRUST, a corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered 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.

Subscribed and sworn to before me this 15th day of December, 1992.

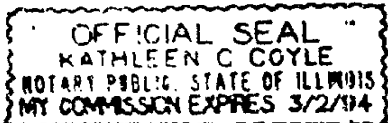


*Kathleen C. Coyle*  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that MARK S. CZERNIAK, divorced and not since remarried, and PEGGY CZERNIAK, divorced and not since remarried, 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 free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of December, 1992.



*Kathleen C. Coyle*  
\_\_\_\_\_  
Notary Public

THIS DOCUMENT WAS PREPARED BY AND MAILED TO:

STEVEN D. RAKICH (KC-1541-4)  
4749 LINCOLN MALL DRIVE  
SUITE 204  
MATTESON, IL 60443

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