93157058

NOTE AND TRUSTEE MODIFICATION AGREEMENT

THIS NOTE AND TRUSTEE MODIFICATION AGREEMENT is entered into on January 22, 1993, by and between Louis Prus, referred to herein as "Plaintiff", as assignee of the Note and Trust Deed recorded under document number: 87398470 in the Recorder of Deeds of Cook County, whose assignment is recorded in the Recorder of Deeds, Cook County, under document number: 92095741 and Jonathan Overton and Petrie Overton, referred to herein as "Defendants".

DEPT-01 RECORDING $29.50
T#4444 TRAN 5184 03/02/93 15:14:00
#8437 # # -93-157058
COOK COUNTY RECORDER

RECITALS

A. On March 6, 1992, Plaintiff filed against Defendants a Complaint to foreclose mortgage lien on property legally described as follows:

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Lot 32 in Block 5 in Ashland a Subdivision of the North 3/4 and the North 33 Feet of the South 1/4 of the East 1/2 of the North East 1/4 (except the North 167 feet thereof) of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Common Address: 5641 S. Wood
PIN No.: 20-18-212-016

B. Plaintiff claimed that the current unpaid principal balance was $15,070.20.

C. Plaintiff also alleged in his suit that Defendants were in default on the Note at the time the suit was filed, which Defendants have denied.

D. Each of the parties desires to compromise and settle the pending litigation, including any potential counterclaims.

29.50 MAIL TO

Scott Norris
333 W. Wacker Dr. 510
Chg, IL 60606

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the parties agree that the Note and Trust Deed recorded under document number 87398470 are modified as follows:

1. Loan Amount: For purposes of settlement, the Plaintiff and Defendants agree that the current unpaid principal balance is $15,070.20.

2. Interest Rate: The interest rate is 16.9% per year.

3. Time of Payments: The Defendants will pay principal and interest in forty-nine (49) monthly installments, commencing on the 22nd day of each month beginning of January 22, 1992, and final payment on February 22, 1997.

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4. Amount of Monthly Payments: The monthly payments of principal and interest will be in the amount of $408.13 and shall be made payable to Easy Life Realty, 4101 West North Avenue, Chicago, Illinois 60639, except the first payment shall be delivered to the Law Offices of John Lally at 5158 North Ashland Avenue, Chicago, Illinois 60640.

5. Unpaid Interest and Late Charges: Plaintiff agrees to waive any and all claims for interest and late charges accrued during any period of time prior to January 22, 1993, during which Defendants were in default under the terms of the Note and Trust Deed.

6. Unpaid Attorney's Fees and Costs of Collection: Plaintiff agrees to waive any and all claims for unpaid attorney's fees and other costs of collection accrued during any period of time prior

to January 22, 1993, during which Defendants were in default under the terms of the Note and Trust Deed.

7. Original Note and Trust Deed Document: Plaintiff and Defendants mutually covenant and agree that, except as expressly modified in this Agreement, the Note and Trust Deed (and any other original loan documents, shall remain in full force and effect, and all of the remaining terms and provisions of the Note and Trust Deed and other loan documents are ratified and confirmed.

8. Recording: The Plaintiff and Defendants agree that upon execution of this document, the Defendants shall cause the same to be recorded with the Cook County Recorder of Deeds at Defendants' cost.

9. Pending Law Suits: The Plaintiff and Defendants agree that upon execution of this Agreement, Plaintiff and Defendants by and through their respective attorney shall stipulate to the dismissal of Plaintiff's Mortgage Foreclosure Complaint currently pending in the Circuit Court of Cook County, Chancery Division, under Case No. 92 CH 02377.

IN WITNESS WHEREOF, Plaintiff and Defendants consent to the foregoing Note and Trust Deed Modification Agreement.

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Dated this 27th day of January, 1993.

LOUIS PRUS

JONATHAN OVERTON

PETRIE OVERTON

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