

This document was prepared by and should be returned to: Lynne Tumey Beverly Bank-Matteson 4350 Lincoln Hwy. Hatteson, Illinois 60443

HORTGAGE MODIFICATION AGREEMENT 93194720

HORIGAGE HODIFICATION AGREEMENT 30134120
THIS MORTGAGE MODIFICATION AGREEMENT ("AGREEMENT"), made as of this
19 93 , by and between Beverly Bank-Matteson F/K/A Matteson Richton Bank, an Illinois banking association (the "Lender") and Clifford R. Martin and Audrey L. Martin, his wife.
, (herein called the "Borrower"); WITNESSETH;
Whereas, Borlover has heretofore executed and delivered to the Lender (i) that certain Mortgage/Trust Deed dated as of March 11, 1988 , as document number 88127021 , in the
1988 , as document number 88127021 , in the office of the recorder of deeds of Cook County, Illinois, (hereinafter called the "Mortgage"), encumbering the real estate (the "Real Estate") legally described in Exhibit A attached hereto and made a part hereof; and
Whereas, the Mortgage secures, among other things, the payment of the indebtedness evidenced by that certain Promissory Note (the "Note") of the Borrower dated $\frac{\text{Majch}}{11,1988}, \text{ in the original principal amount of } \frac{11,1988}{70,000,00}, \text{ bearing}$
interest at the rate per annum specified therein, and being payable to the Lender as set forth therein, and with a final payment being due and payable on
Whereas, the principal amount currently ordistanding under the Note is \$ 69,976.77 , which amount, along with accrued and unpaid interest is now due and payable in full; and

Whereas, Borrower has requested that the Lender modify the Note and Mortgage as set forth in this Agreement, and the Lender has so agreed provided that, among other things, that Borrower execute and deliver to Lender a new note (the "New Note") in substitution and exchange for the Note, that all amounts owing to

the Lender continue to be secured under the terms and provisions of the Mortgage, and that Borrower perform the agreements set forth in

the Modification Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the agreements contained herein, the parties hereto agree as follows:

- 1. The foregoing recitals are hereby incorporated in and made a part of the Mortgage and the Assignment.
- 2. (a) Contemporaneously with the execution hereof, Borrower has executed and delivered to the Lender that cartain Promissory Note (the "New Note"), dated as of March 11, 1933, in the

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principal amount of \$\frac{5}{20,000.00}\$, bearing interest and being payable to the Lender in monthly installments as more fully set forth therein, with a final payment equal to the then outstanding principal balance owing thereunder, together with accrued and unpaid interest, being due and payable on March 11,1994

- (b) The New Note is delivered in substitution and exchange for the Note and indebtedness evidenced thereby is and shall continue to be secured under the terms, provisions, and liens of the Mortgage and under any other instrument of security or guaranty (herein called the "Security Instruments") whether now or hereafter executed and delivered to the Lender to secure the payment of the indebtedness evidenced by the Note or the New Note, all until the indebtedness evidenced thereby is paid in full and the Mortgage is released by the Lender.
- (c) All references in the New Note to the Mortgage shall be deemed to refer to the Mortgage as the same has been modified under this Modification Agreement.
- the Mortgage is hereby emended as follows: All references in the Mortgage to the indebtedness secured by the Mortgage shall be deemed to refer to the indebtedness owing from the Borrower to the Lender and shall include the inachtedness evidenced by the New Note, as well as any subsequent notes executed and delivered by Borrower in renewal or otherwise in substitution for the New Note, and all references to the "note" shall be deemed to include the New Note and any such subsequent notes.
- 4. Borrower shall execute and deliver to the Lender such additional documents and agreements which the Lender deems to be reasonable to protect its interests given the nature of the loan transaction between Borrower and Lender.
- This Modification Agreement does not constitute the extinguishment of the indebtedness evidenced by the Note or the New Note, nor does it in any way affect or impair the item of the Mortgage, which the parties hereto acknowledge to be a valid and existing lien on the Real Estate, and the lien of the Mortgage is agreed to have continued in full force and effect from the date thereof and the same shall so continue until all indebtedness is fully satisfied and the New Note is paid in full.
- through or under him/her, represents and warrants to the Lender that he/she does not have any adjustments, setoff, claims or defenses against the Lender under the Mortgage or the Note or the New Note or otherwise in connection with the loan evidenced thereby. Giving effect to the modifications and amendments set forth in this Modification Agreement, all of the terms, provisions, conditions and agreements contained in the New Note and the Mortgage (and any other Security Instruments), including, without timitation, any provision allowing the acceleration of the

indebtedness secured thereby and the waiver of homestead and redemption rights contained therein, shall be and remain in full force and effect enforceable strictly in accordance with their respective terms.

This Modification Agreement shall be governed in accordance with the laws of the State of Illinois, except for those matters in which the laws of the jurisdiction in which the Real Estate is located govern. Whenever possible, each provision of this Modification agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Modification Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Modification Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Mortgage Modification as of the day and year first above written.

" Chilled & Water To	Audrey L. Martin
Afford R. Martin	Audrey L. Marttin
attest	Beverly Bank-Matteson
Pitle Asst. Vice President	By: Att of All President
And Andrews	Title asse. vice riesideae
ACKNO	WLEDGEMENTS
(Mortgagor)	7
TATE OF ILLINOIS)	2,0
JPD 1 SC	
COUNTY OF Cook	9 %.
7 Beverly Metzner	the undersigned, a Notary
Public in and for the County an	, the undersigned, ← Notary d State aforesaid, DO HEREBY CENTIFY
that the above named Clifford R	. Martin & Audrey J., Martin, his wife ,
who is personally known to me	to be the same person(s) whose name
### in parcon and acknowledge	instrument, appeared before me this distributed that they signed, sealed and
delivered the said instrument a	as their own free and voluntary act
for the uses and purposes ther	ein set forth.
adaran andara was bawa and w	otarial Seal this 11th day
Given under my hand and No	, 19 93 .
	, 2·
an announcement	1711
(SBAL) "OFFICIAL SEAL"	Notary Public
Devely in investig	NOCATY PUBLIC
Notary Public, State of Illinois	

My Communica Exertes Oct. 11, 1995.

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UNOFFICIAL COPY

	My Commission Expires:
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(Lander)	
FIRE OF ILLINOIS)	SS.
COUPTY OF Cook	33.
T Agyariy M	the undergraph a Makeur
Public in and for the	etzner , the undersigned, a Notary e County and State aforesaid, DO HEREBY CERTIFY
	a _
Asst. Vice President	of Beverly Bank-Matteson (the "bank") and
Patricia A. Webster	
	personally known to me to be the same personal scribed to the foregoing instrument as such
	and Asst Vice President
respectively, appearance	ared (before me this day in person and
acknowledged that	they signed, sealed and delivered the said
instrument as their	own free and voluntary act and as the free and
forth and the said	d bank, for the uses and purposes therein set Jonelle Kozek then and there
acknowledged that s	he, as custodian of the corporate seal of said
bank, did affix the	corporate seal of said bank to said instrument
	d voluntary act and as the free and voluntary
act of said bank for	the uses and purposes therein set forth.
GIVEN unde	er my hand and Notarial Seal this lith
day of March	1:9 93
	0,,
	4
(SEAL)	Geverly & Metiner
(atten)	Notary Public
	My Commission Expires:
	ymmen ymmen y y y y y y y y y y y y y y y y y y y
•	"OFFICE) SEAL"
effective in the control of the cont	Beverly K. Metrner Notary Public, State of Illinois
	S country cume, State of Illinois \$

EXHIBIT A

LECAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

LOT 7 IN BLOCK 5 (EXCEPT THAT PORTION OF LOT 7 IN BLOCK 5 BOUNDED AND DESCRIBED AS POLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7 IN BLOCK 5; THENCE HORTHERLY ALONG THE VISITERLY LINE OF SAID LOT 7 FOR A DISTANCE OF 64.0 FEET TO A POINT; THENCE RASTERLY ALONG A LINE PARALLEL WITH THE SOUTH LINE OF LOT 8 IN BLOCK 5 IN THE SAID ATHUR T. NO INTOSH AND COMPANY'S HANTHORNE HILLS, FOR A DISTANCE OF 25.0 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 8.0 FEET TO A POINT OF INTERSECTION WITH A LINE 56.0 FEET WELL OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 5; THENCE EASTERLY ALONG THE SAID LINE 56.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF BLOCK 5 FOR A DISTANCE OF 26.58 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 7: THENCE SOUTHWESTERLY ALONG THE SAID SOUTHEASTERLY LINE OF LOT 7 FOR A DISTANCE OF 76.14 FEIT TO THE POINT OF BEGINNING.

IN ARTHUR T. MC INTOSH AND COMPANY HANTHORNE HILLS, SITUATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART THEREOF DEDICATED FOR PUBLIC HIGHWAY BY PLAT RECORDED AUGUS (), 1927 AS DOCUMENT 9,617,504 AND EXCEPTING FURTHER THAT PART THEREOF DEDICATED FOR PUBLIC HIGHWAY BY INSTRUMENT RECORDED MAY 18, 1934 AS DOCUMENT 11,400,676 AND LOT 7 IN THE DIVISION OF PARTS OF SECTION 23, TOWNSHIP 35 NORTH, MANUE 13 EAST OF THE THIRD PRINCIPAL MANUEL AGGORDING TO THE PLAT THEREOF RECORDED DOCUMENT NO. 3,638,070 IN COOK CHANTY, ILLINOIS. The Ch

31-23-107-035

CONTON ADDRESS: 1034 Pine Court, Olympia Fields, 11.

DEFT-01 RECORDING T#5.75 TRAN 2425 03/16/23 09:43:00 #9146 4-93-194720 COUR COUNTY RECURDER

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