

ML# 48248

UNOFFICIAL COPY

\$29,000-E

paragraph 5 below.
 Percent (3%) above the rate then in effect, with payments as follows in
 interest after maturity or upon default shall be at the rate of Three
 adjusted daily, with a ~~rate of~~ Ten and One Quarter Percent (10.25%) and
 Corporation Prime Rate of Interest plus One and One Half Percent (1.50%).
 of annual percentage interest on the Note to First Colonial Bankshares
 Interest Rate. The parties hereby agree to change the rate

1993, with payments as follows in paragraph 5 below.
 extend the time for payment of the indebtedness to and including July 1,
 2. Extension of Time for Payment. The parties hereby agree to

1. Outstanding Indebtedness. As of the Effective Date, the
 outstanding indebtedness on the Note is \$160,000.00 (the
 "Indebtedness").

(Strike out all paragraphs which are inapplicable).
 hereby agree that the Note and Mortgage are hereby modified as follows
 sufficiency of which is hereby acknowledged, Colonial Bank and Owner
 herein and for other good and valuable consideration, the receipt and
 NOW, THEREFORE, in consideration of the mutual covenants contained

Mortgage based on the terms and conditions which follow:
 WHEREAS, Colonial Bank and Owner wish to modify the Note and

91563886
 none, so state); Assignment of Rents recorded on 10/29/91 as Document No.
 with the Mortgage referenced above, and recorded as indicated below (if
 OWNER, Owner also executed the following documents in conjunction

PERMANENT INDEX NO.: 27-10-100-089-1014
 COMMONLY KNOWN AS: 1426 JOHN HUMPHREY DR., ORLAND PARK, ILLINOIS
 DOCUMENT NUMBER 85-309431.
 PARCELS 1 AND SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS

PARCEL 2;
 COOK COUNTY, ILLINOIS
 TIME TO THE, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10,
 TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
 THE DECLARATION RECORDED AS DOCUMENT NUMBER 85-309432, AS AMENDED FROM
 ELEMENTS IN PARK PLACE OF ORLAND CONDOMINIUM AS DELINEATED AND DEFINED IN
 UNIT 2AB TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON
 PARCEL 1;

certain real estate described as follows:
 title of Cook County, Illinois, as Document No. 91563885, encumbering
 which was recorded in the office of the Recorder of Deeds or Registrar of
 certain mortgage or trust deed in nature of a mortgage ("Mortgage"),
 Owner secured the payment of said Note by granting to Colonial Bank a
 DOLLARS (\$160,000.00) (the "Note"), made payable to Colonial Bank,
 principal amount of ONE HUNDRED SIXTY THOUSAND AND 00/100

executed and delivered to Colonial Bank, a certain Promissory Note in the
 amount of \$160,000.00, for full value received, Owner
 on October 21, 1991, for full value received, Owner
 executed and delivered to Colonial Bank, a certain Promissory Note in the
 amount of \$160,000.00, for full value received, Owner
 on October 21, 1991, for full value received, Owner

an Illinois banking corporation and the owner of the mortgage or trust
 deed hereinafter described ("Colonial Bank"), and COLONIAL BANK AS
 TRUSTEE U/A DATED 10/21/91 A/K/A TRUST NO. 1999 representing
 him/herself or severally to be the owner or owners of the real estate
 hereinafter described ("Owner").

NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS NOTE AND MORTGAGE MODIFICATION AGREEMENT (the "Agreement") is made
 as of this 1st day of January, 1993, ("Effective Date") by and between
 COLONIAL BANK

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DOCUMENT TO BE RE-RECORDED TO REFLECT A CHANGE IN THE INTEREST RATE.

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BY: *[Signature]* LOURNAINE NAGLE, TRUST OFFICER
ATTEST: *[Signature]* MAUREEN I. PROCHENSKI, ASST SECY

OWNER:
COLONIAL BANK AS TRUSTEE
U/T/A DATED 10/21/91
A/R/V TRUST NO. 1959

COOK COUNTY RECORDER

#9317 # *43-145248

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\$29.00

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Note and Mortgage Modification Agreement in the presence of the

Colonial Bank.
any of the documents described herein shall be deemed to be references to BANK AND TRUST COMPANY OF CHICAGO. Any references to the prior name in

9. Prior Name. Colonial Bank was formerly known as COLONIAL or more persons, their liability hereunder shall be joint and several. Illinois with respect to said real estate. If the Owner consists of two under and by virtue of the Homestead Exemption Law of the State of the Owner. The Owner hereby waives and releases all rights and benefits notes and shall bind the heirs, personal representatives and assigns of to the benefit of any holder of said principal note or notes and interest grantors in the Mortgage. The provisions of this indenture shall insure and effect. Owner agrees to perform all the covenants of the grantor or herein, are hereby confirmed and ratified and shall remain in full force not including any prepayments privileges unless expressly provided for of the terms, provisions and covenants of the Note and Mortgage not mortgage or trust deed described above. Except as modified herein, all Ratification. This agreement is supplementary to the

8. as it said modification had not been granted.
note or notes, shall immediately be due and payable, in the same manner without notice, at the option of the holder or holders of said principal trust deed, together with the then accrued interest thereon, shall, notice thereof, the entire principal sum secured by said mortgage or other covenant of the Owner shall continue for twenty days after written thereon is not paid at maturity, or in default in the performance of any 7. Default. If any part of said indebtedness or interest

the Note and Mortgage, as modified herein.
such Additional Funds shall have priority over any and all sums due under that if Additional Funds are to be disbursed pursuant to this Agreement, 6. Priority of Additional Funds. Colonial Bank and Owner agree

then at Colonial Bank.
from time to time in writing appoint, and in default of such appointment (Chicago) as the holder of the said principal note or notes may States currency, at such banking house or trust company in the City of legal tender of the United State of America current on the due date thereof, or the equivalent in value of such legal tender in other United thereon provided, as hereby modified, in the currency provided for in the further agrees to pay the principal sum secured by the Mortgage as Interest Only, commencing on the first day of February, 1993, and on the first day of each and every month thereafter until maturity. Owner 5. Payments by Owner. Owner shall make monthly payments of

Additional Funds shall be as follows in paragraph 5 below.
Colonial Bank shall advance said Additional Funds subject to certain here provided. Colonial Bank and Owner further acknowledge that balance of the Note and Mortgage and that such sums shall be repaid as such Additional Funds shall be added to and become part of the principal ("Additional Funds") under the Note and Mortgage. Colonial Bank and Owner agree that the additional principal sum of \$ NONE. 4. Additional Funds. Colonial Bank agrees to disburse to Owner

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UNOFFICIAL COPY

IN SENATE, January 11, 1911.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, CONCERNING THE PROCEEDINGS OF THE COMMISSIONERS OF THE LAND OFFICE, IN THE MATTER OF THE APPLICATION OF THE STATE OF ILLINOIS, FOR THE REDEMPTION OF THE LANDS BELONGING TO THE STATE OF ILLINOIS, IN THE COUNTY OF COOK, ILLINOIS.

THE COMMISSIONERS OF THE LAND OFFICE, IN THE MATTER OF THE APPLICATION OF THE STATE OF ILLINOIS, FOR THE REDEMPTION OF THE LANDS BELONGING TO THE STATE OF ILLINOIS, IN THE COUNTY OF COOK, ILLINOIS.

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Property of Cook County Clerk's Office

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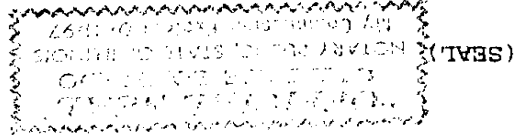
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Handwritten mark

This instrument was prepared by and return to: Sonia Vale, Colonial Bank,
5850 W. Belmont Ave., Chicago, Illinois 60634.

My commissions expires: _____

NOTARY PUBLIC



GIVEN under my hand and Notary Seal this 17th day of February, 1993.

The undersigned, a Notary Public in and for the County and State
aforesaid, DOES HEREBY CERTIFY, that the above named David S. Grzenia,
Senior Vice President and Michael A. Sykes, Vice President, of COLONIAL
BANK, 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 said Vice President, as custodian of the
corporate seal of said Corporation, caused the corporate seal of said
Corporation to be affixed to said instrument as said Vice President's own
free and voluntary act and as the free and voluntary act of said
Corporation.

STATE OF ILLINOIS)
) SS.)
COUNTY OF COOK)

Its: Vice President

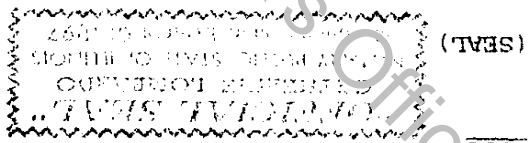
ATTEST:

Its: Senior Vice President

BY: [Signature]
COLONIAL BANK

My commission expires: _____

NOTARY PUBLIC



GIVEN under my hand and notarial seal this 17th day of February, 1993.

I, the undersigned, a Notary Public in and for said County in the State
aforesaid, DO HEREBY CERTIFY that Lorraine Nagle, Trust Officer and
Maureen T. Prochenski, of COLONIAL BANK, personally known to me to be
the same persons whose name are subscribed to the foregoing instrument as
such Trust Officer and Asst. Secy. 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 Banking Corporation, for the uses and purposes
therein set forth; and the said Asst. Secy., as custodian of the
corporate seal of said Banking Corporation caused the corporate seal to
be affixed to said instrument as Asst. Secy.'s own free and voluntary
act and as the free and voluntary act of said Banking Corporation, for
the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS.)
COUNTY OF COOK)

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DEPT-01 RECORDINGS \$29.00
7#7999 TRAN 6360 03/25/93 12:16:00
#7807 # * -93-22230
COOK COUNTY RECORDER