

92229978
UNOFFICIAL COPY

MODIFICATION AGREEMENT

WHEREAS PARKWAY BANK & TRUST COMPANY as Trustee U/T/A dated July 15, 1978 and known as Trust No. 4519 (hereinafter referred to as "Mortgagor") made a Trust Deed (hereinafter referred to as "Mortgage") whereby said Mortgagor did convey, mortgage and warrant unto Chicago Title and Trust Company as Trustee (also referred to herein as Mortgagee), the real estate situated, lying and being in the Village of Niles, County of Cook, and State of Illinois, all as described on Exhibit "A" attached hereto and made a part hereof, to secure an Instalment Note (hereinafter referred to as "Note") for ONE HUNDRED THIRTY TWO THOUSAND FIVE HUNDRED AND 00/100 (\$132,500.00) DOLLARS, and said Trust Deed was identified by Chicago Title and Trust Company as ID #719751, and was registered in the Office of the Registrar of Titles of Cook County, Illinois on July 31, 1987 as Document Number LR 3639548; and

WHEREAS, it has been agreed by and between PARKWAY BANK & TRUST COMPANY, Trustee, as grantor under the aforesaid Trust Deed, and the holder of the Note secured by said Trust Deed, that the Trust Deed and Instalment Note shall be modified as hereinafter set forth.

REC-11 RECORDED
INDEXED
\$25.50
\$3276 * 93-239978
COOK COUNTY RECORDER

NOW, THEREFORE, in consideration of the payment of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration mutually paid by the parties hereto to each other, the receipt of which is hereby acknowledged by each of said parties, and further in consideration of the agreements, covenants, conditions and stipulations hereinafter set forth, Mortgagor, its successors and assigns and the holder of the Note secured by the Trust Deed, its successors and assigns, and with the consent of Chicago Title and Trust Company, as Trustee under said Trust Deed, do hereby covenant and agree as follows, to-wit:

The parties hereby agree to modify the terms of repayment of indebtedness evidenced by the Instalment Note for ONE HUNDRED THIRTY TWO THOUSAND FIVE HUNDRED AND 00/100 (\$132,500.00) DOLLARS dated July 31, 1987, which is secured by the Trust Deed of even date therewith referred to and registered with the Registrar of Titles of Cook County, Illinois, on July 31, 1987 as Document Number LR 3639548 as follows:

After Mortgagor's payment of the February 1993 monthly installment due, the remainder of said unpaid indebtedness in the new principal balance of ONE HUNDRED TWENTY SEVEN THOUSAND THREE HUNDRED SIXTY NINE AND 91/100 (\$127,369.91) DOLLARS and interest on the balance of principal remaining from time to time unpaid shall be paid as follows:

Principal and interest from February 1, 1993, payable monthly at the rate of 8.5% per annum in equal installments of ONE THOUSAND TWO HUNDRED FIFTY FOUR AND 26/100 (\$1,254.26) DOLLARS commencing on the 1st day of March, 1993 and on the 1st day of each month thereafter until this Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall become due on the 1st day of February, 2008.

This Agreement is supplementary to said Trust Deed. Except as otherwise provided herein, all the provisions of said Trust Deed and of the Instalment Note and personal undertaking including the right to declare principal and accrued interest due for any cause specified in said Instalment Note shall remain in full force and effect.

All of the terms, covenants, conditions and agreements herein shall bind and the benefits and advantages shall inure to the successors and assigns of Chicago Title and Trust Company as Trustee, the holders of the Note, and to the Mortgagor and Mortgagee and guarantor of the Note.

Witness our hands and seals this 12th day of February, 1993.

25 50
78

PARKWAY BANK & TRUST COMPANY
as Trustee as aforesaid and not personally

By James R. [Signature]
Asst. Vice President - Trust Officer

Attest [Signature]
ASSISTANT TRUST OFFICER

This Agreement is signed by Parkway Bank & Trust Co., not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 4519. Said Trust Agreement is hereby made a part hereof and any claim against said Trustee which may result from the signing of this Agreement shall be paid by only out of any trust property which is subject to the terms and said Trustee shall not be liable for the performance of any of the terms and conditions of this Agreement or for the validity or condition of the same or for any agreement with respect thereto. Any and all personal liability of Parkway Bank and Trust Co. is hereby, necessarily waived by the parties hereto and their respective successors and assigns.

93239978

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Head View Protection (Your Office)

Assistant Clerk

This document is subject to the provisions of the Cook County Clerk's Office. It is not to be used for any other purpose without the express written consent of the Cook County Clerk's Office. The information contained herein is confidential and its disclosure to any other person is strictly prohibited. If you have received this document in error, please notify the Cook County Clerk's Office immediately.

UNOFFICIAL COPY

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that DIANE Y. JESZYNSKI Trust Officer of PARKWAY BANK & TRUST COMPANY and John KUBINSKI of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such trust officer and Asst. Sec., 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 Bank, for the uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that said Asst. Sec., as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Asst. Sec. own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22nd day of FEBRUARY, 1993.

Gloria Velcos
Notary Public



The above Modification is consented to by: CHICAGO TITLE AND TRUST COMPANY as Trustee as aforesaid and not personally

By James Bens
Assistant Vice-President

Attest Jean M. Sole
Assistant Secretary

State of Illinois)
) SS
County of Cook)

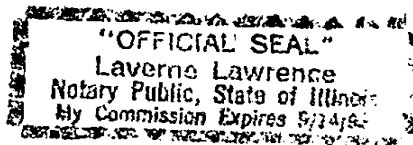
I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of CHICAGO TITLE AND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, 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 Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this APR 01 1993 day of _____, 19____.

Laverne Lawrence
Notary Public

MAIL TO:

This instrument prepared by:
Jay A. Slutzky
7749 N. Milwaukee Avenue
Niles, IL 60714



93239978

UNOFFICIAL COPY

IN SENATE
JANUARY 11, 1901

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 15, 1899

Property of Cook County Clerk's Office

THE COMMISSIONERS OF THE LAND OFFICE
HONORABLE JOHN W. WELLS, COMMISSIONER
HONORABLE JOHN W. WELLS, COMMISSIONER
HONORABLE JOHN W. WELLS, COMMISSIONER

UNOFFICIAL COPY

EXHIBIT A

Lot 1 (excepting therefrom that part thereof described as follows: Beginning at the Southeast corner of said Lot 1; thence West along the South line of said Lot 1 a distance of 5 feet to a point; thence Northeasterly along a straight line a distance of 4.83 feet to a point on the Northeasterly line of said Lot 1, said point being 5 feet Northwest of the point of beginning, (as measured along the Northeasterly line of said Lot 1); thence Southeasterly along the Northeasterly line of said Lot 1 a distance of 5 feet to the point of beginning), Lot 2, and Lot 3 in William Zelosky's Howard Avenue Subdivision in the Northeast 1/4 of Section 25, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No. 09-25-210-066-0000; 09-25-210-044-0000

Commonly known as 7600 N. Milwaukee, Niles, IL 60714

RETURN TO:
JAY A. SLUTZKY, ATTORNEY AT LAW
7749 N. Milwaukee Avenue
NILES, ILLINOIS 60714

UNOFFICIAL COPY

Property of Cook County Clerk's Office