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FIRST of AMERICA MODIFICATION AGREEMENT

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 COOK COUNTY RECORDER
 (FOR RECORDER'S USE)

Loan No.: 0733050-0101

MODIFICATION AGREEMENT, made October 1, 1994
 between First of America Bank, Metro Southwest
 (the "Mortgagee") of Joliet, IL
 and John & South Marconi
 (the "Mortgagor") of LaGrange, IL

RECITALS:

- A. The Mortgagee is the holder of a certain note made and delivered to the Mortgagee by the Mortgagor and dated March 14, 1994, in the original amount of One hundred sixty four thousand (\$164,000.00) DOLLARS (the "Note"); and
- B. The Note is secured by a certain real estate mortgage of even date with the Note and recorded March 31, 1994, as Document Number 94 292 737 on microfilm in the office of the Recorder for Cook County, Illinois (the "Mortgage"), on the real property described on Exhibit "A" attached hereto (the "Mortgaged Premises"); and
- C. The Mortgagor and Mortgagee wish to modify the Note or the Mortgage, or both, without the necessity of rewriting the Note and the Mortgage.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the Mortgagor and Mortgagee agree as follows:

1. The Mortgagor and Mortgagee acknowledge, that as of the date hereof, there is owing upon the Note, the principal sum of One hundred sixty four thousand and no/100 (\$ 164,000.00) DOLLARS.
2. As designated by the initials of the Mortgagor and by an "X" in the box adjacent, it is agreed that, as of the date hereof, certain provisions of the Note or the Mortgage, or both, shall be, and the same are, hereby modified and amended as so indicated:

MODIFICATION OF NOTE

- Interest Rate. The interest rate of _____ (12 %) percent per annum is modified to _____ (1 %) per annum. Interest shall never exceed the maximum rate permitted by law to be charged to the Mortgagor by the Mortgagee.
- Monthly Installments. The monthly installment of _____ (\$ _____) DOLLARS is modified to _____ (\$ _____) DOLLARS, principal and interest.
- Maturity Date. The date upon which the entire indebtedness evidenced by the Note, if not sooner paid, shall be due and payable and the date to which the maturity of the Mortgage is extended is the 1st day of October, 1994.
- Date of Payment. The due date of the monthly payment is changed to November 1st, 1994, and on the same day of each month thereafter.
- Prepayment Penalty. Prepayment of the Note may be made. However, any prepayment in full made within three (3) years of the date of this Modification Agreement may be subject to a charge of 1% of the amount of the prepayment.

MODIFICATION OF MORTGAGE

- Amount Secured. The principal amount secured by the Mortgage is modified to the sum of _____ (\$ _____) DOLLARS, plus interest as set forth in the Note.

MODIFICATION OF NOTE AND MORTGAGE - ASSUMPTION.

(Individually and collectively the "Assuming Borrower"), is hereby substituted for the Mortgagor as the Obligor under the Note and the Mortgage. The Assuming Borrower, jointly and severally, hereby assumes and agrees to pay the Note in accordance with its terms and to be subject to all the provisions of the Note as fully and completely as though Assuming Borrower had originally executed the Mortgage as Mortgagor. The Mortgagor is hereby released from all liability under the Note and Mortgage. The whole of the Mortgaged Premises shall be subject to the lien of the Mortgage and nothing contained herein shall affect the lien of the Mortgage or the priority thereof over any other lien or encumbrance.

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MODIFICATION - OTHER.

The Note or Mortgage, or both, are further modified as follows: _____

_____ **no change date** _____

- 3 The parties agree that the Note and the Mortgage, including such changes, modifications, and amendments as are herein contained, are in full force and effect with respect to each and every term and provision thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Mortgaged Premises. Nothing contained herein shall in any way impair the Note or the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary or affect any provision, term, condition or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Note and the Mortgage, it being the intent of the parties that the terms and provisions thereof shall continue in full force and effect, except as specifically modified hereby.
- 4 If Mortgagor or Assuming Borrower consists of two or more persons, the liability of such persons hereunder shall be joint and several.
- 5 The Assuming Borrower has executed this Agreement for the purpose of the assumption described above and for the purpose of acknowledging and approving any modification of the Note or Mortgage set forth herein.
- 6 This Agreement shall be binding upon the heirs, successors and assigns with respect to parties herein. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In witness whereof this Agreement was executed on the date first written above

MORTGAGOR

X John A. Marconi

X Judith A. Marconi

STATE OF _____ ss.

COUNTY OF _____

On the 17th day of Sept, 1994, before a Notary Public in and for said County personally appeared John & Judith Marconi and acknowledged the foregoing agreement.

"OFFICIAL SEAL"

Melissa J. Trepel

Notary Public, State of Illinois

My Commission Expires 04/09/98

Melissa J. Trepel

Notary Public

Will County Illinois

My Commission Expires: 4/9/98

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MORTGAGEE:)

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A THE FIRST OF AMERICA BANK Metro Southwest

BY: Brian Ferguson

Construction Loan Specialist

STATE OF Illinois

COUNTY OF Will

On this 29th day of Sept, 19 98, before a Notary Public in and for said County, personally appeared

Brian Ferguson of First of America, Metro Southwest and acknowledged the foregoing

"OFFICIAL SEAL"
Melissa J. Tropol
Notary Public, State of Illinois
My Commission Expires 04/09/98

Melissa J. Tropol
Notary Public
Will County, Illinois

My Commission Expires: 4/9/98

ASSUMING BORROWER

MORTGAGE

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 19 _____, before me, a Notary Public in and for said County, personally appeared _____ and acknowledged the foregoing agreement.

Notary Public

County, _____

My Commission Expires: _____

THIS INSTRUMENT DRAFTED BY AND WHEN RECORDED RETURN TO:

First of America Bank

170 N. Ottawa St.

Joliet, IL 60431

Attn: Brian Ferguson

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Property of Cook County Clerk's Office

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EXHIBIT A
TO
MODIFICATION AGREEMENT

Description of Real Estate

Tax Identification Number: 15-28-309-006-0000

Lot 19 in block 3 in Mares & Whites second addition to LaGrange Park, a subdivision of the south half of the southwest quarter lying easterly of Fifth Avenue of section 28, township 39 north, range 12, east of the third principal meridian, according to the plat thereof recorded August 8, 1925 as document number 89 99 984 in book 218 of plats, page 12, in Cook County, Illinois.

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Property of Cook County Clerk's Office

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