

& EXTENSION
MODIFICATION AGREEMENT

THIS AGREEMENT made this 1st day of October A.D. 1994 by and between Devon Bank, not personally but as Trustee U/T/A dated September 05, 1989 Trust #5585-1 of Chicago, County of Cook State of Illinois, Parties of the First Part, and Devon Bank, a State Banking Association, organized and existing under the laws of the State of Illinois, Party of the Second Part;

DEPT-01 RECORDING \$23.50
T#2222 TRAN 11/10/94 11:46:00
#5790 + KB #94-959402
COOK COUNTY RECORDER

W I T N E S S E T H I

WHEREAS, Devon Bank, not personally, but as Trustee U/T/A dated September 05, 1989 and known as Trust #5585-1 heretofore executed and delivered a certain Trust Deed dated September 29, 1989 and filed in Recorders registered with the Deeds, Cook County as Document No. 89463585 conveying to the Devon Bank as Trustee, certain premises in said Trust Deed particularly described,

Lots 90 and 91 in Frederick H. Bartlett's 47th Street Subdivision of Lot 'C' in Circuit Court Partition of the South 1/2 of Section 3 in that part of the North West 1/4 lying South of the Illinois and Michigan Canal of Section 3, Township 38 North, Range 13, East of The Third Principal Meridian, in Cook County, Illinois.

PIN: 19-03-415-013 Property Address: 4550 South Pulaski Road
19-03-415-014 Chicago, IL.

which said Trust Deed was given to secure payment of one certain principal promissory note of even date therewith for the principal sum of Six Hundred Forty-Eight Thousand and 00/100 (\$648,000.00) Dollars payable in monthly installments of \$2,700.00 plus interest each, the first of which was due and payable October 01, 1989 and the remaining installments at monthly intervals thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of October, 1994, said monthly installments shall include interest at the rate of Prime + 2% floating percent per annum on the balance of said principal sum remaining from time to time unpaid; all such payments on account of the indebtedness evidenced by said note and applied first to interest on the unpaid principal balance and the remainder to principal; and

WHEREAS, the said Trust Deed securing said principal promissory note is valid and subsisting lien on the premises described in said Trust Deed for the principal sum of Six Hundred Forty-Eight Thousand and 00/100 Dollars; and

WHEREAS Devon Bank, not personally, but as Trustee U/T/A dated September 05, 1989 and known as Trust #5585-1 are the present owners of the premises described in said Trust Deed; and

WHEREAS, the Party of the Second Part is the legal holder and owner of said principal note and has been requested to modify the terms of payment thereof so that the same shall become due and payable in monthly installments as hereinafter set forth, which it has consented to do, in consideration of the payments to be made as herein provided;

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made between the parties hereof, the said parties do hereby mutually promise and agree as follows, to wit:

That the terms of payment set forth in the principal promissory note in the sum of \$648,000.00 Dollars and in the Trust Deed securing the same, are hereby modified and amended so that the same shall become due and payable as follows to wit: \$2,700.00 + interest at Prime + 1 1/2% floating Dollars on the 1st day of November, 1994 and \$2,700.00 Plus Prime + 1 1/2% floating Dollars on the 1st day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of October, 1999 said monthly installments shall include interest at the rate of Prime + 1 1/2% floating percent per annum on the balance of said principal sum remaining from time to time unpaid; all such payments on account of the indebtedness evidenced by said note shall be first applied to interest on the unpaid principal balance and the remainder to principal. The principal balance due as of this date being \$493,842.44

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23.50

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AND the said parties hereby further mutually agree that all of the other provisions and covenants in said principal note and in the said Trust Deed contained, except as herein specifically modified and amended shall remain in full force and effect.

IN WITNESS WHEREOF, the said Parties of the First Part, Devon Bank, not personally, but as Trustee U/T/A dated September 05, 1989 and Known as Trust #5585-1 have affixed their hands and seals the day and year first above written, and the said Party of the Second Part, Devon Bank, has caused this instrument to be signed in its corporate name by its Vice-President and its corporate seal to be hereto affixed and attested by its Secretary as of the day and year first above written.

DEVON BANK, not personally, but as Trustee as aforesaid

BY: Deborah L. Brown (SEAL)
Deborah L. Brown, Vice President & Trust Officer

ATTEST: Mary L. Pantaleo (SEAL)
Mary L. Pantaleo, Trust Administrator

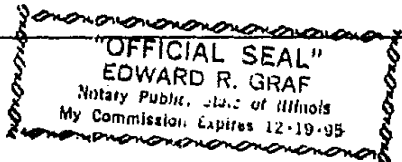
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Deborah L. Brown and Mary and Mary L. Pantaleo 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 they signed, sealed and delivered the said Instrument as their free and voluntary act for the uses and purpose therein set forth.

GIVEN under my hand and notarial seal this 4th day of November A.D. 19 94

Edward R. Graf
Notary Public

My commission expires



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This instrument prepared by, and after recording
Mail to:
Jane I. Kulibab
Devon Bank
6445 N. Western Ave.
Chicago, Ill. 60631

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