

THIS AGREEMENT made this 1st day of December, 1993, between Avenue Bank and Trust Company of Oak Park, hereinafter called First Party, and Marsha A. Thomas, a never married woman

is the present owner(s) of the subject property, hereinafter called Second Party.

WITNESSETH:

WHEREAS, First Party is the owner of that certain Promissory Note in the amount of twenty thousand eight hundred and no/100ths (\$20,800.00), secured by a Mortgage or Trust Deed dated September 2nd, 1986, and recorded in the Recorder's Office of Cook County, Illinois, on September 9 1986, as document No. 86402403, encumbering the real estate described as follows:

UNIT 214-1 in the Avenue Terrace Condominiums, as delineated on a survey of the following described real estate: Lots 17 and 18 in Block b in Blackstone Addition to Oak Park, said Addition being a Subdivision of that part North of the South 19-1/2 chains of the West 1/2 of the Southeast 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, commonly known as 214-222 South Oak Park Avenue, Oak Park, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium recorded as Document No. 26 215 038, together with its (their respective) undivided interest in the Common Elements, commonly known as 214-222 South Oak Park Avenue, Oak Park, Illinois.

94066809

Commonly known as: 214-1 S. Oak Park Ave., Oak Park, IL, 60301

PIN: 16-07-406-023-1001 Vol. 142

4. For and in consideration of the aforementioned decrease of the interest rate on the additional advance by First Party and/or payment by Second Party on the Principal indebtedness, the monthly installments of principal and interest is increased from two hundred twenty six and 70/100ths DOLLARS to two hundred two and 57/100ths DOLLARS commencing January 1, 1994, and the payment on the 1st day of each and every month thereafter until said obligation is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of September 2001.

5. This Agreement is supplementary to the aforementioned Mortgage or Trust Deed. All Provisions thereof and of the Note, including any right to declare principal and accrued interest due for any caused specified in the said Mortgage or Trust Deed, or Note, shall remain in full force and effect except as herein expressly modified. The Second Party agrees to perform all covenants as specified in the Mortgage or Trust Deed.

IN WITNESS WHEREOF, First Party has caused this instrument to be executed in its proper corporate name by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, and Second Party has hereunto set their hand and seal, together, all on the day and year first aforesaid.

ATTEST AVENUE BANK & TRUST COMPANY OF OAK PARK First Party 94066809
BY: Nicholas S. Giuliano Vice President
BY: Ronald G. Thompson Vice President
Marsha A. Thomas (SEAL) Second Party

STATE OF ILLINOIS }
County of Cook } SS

I, the undersigned, a Notary Public in and for the said county in the State aforesaid, DO HEREBY CERTIFY that Marsha A. Thomas personally known to me to be the same persons whose name she subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the same instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 1st day of December A.D. 1993.
Notary Public

STATE OF ILLINOIS }
County of Cook } SS

I, the undersigned, a Notary Public in and for the said county in the State aforesaid, DO HEREBY CERTIFY that Ronald G. Thompson, Vice President, and Nicholas S. Giuliano, Vice President, and XXXXXX Vice President of AVENUE BANK & TRUST COMPANY OF OAK PARK, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such XXXXXX Vice President and XXXXXX Vice President appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said AVENUE BANK AND TRUST COMPANY OF OAK PARK, for the uses and purposes therein set forth, and caused its corporate seal to be thereto affixed.

GIVEN under my hand and notarial seal this 1st day of December A.D. 1993.
This instrument prepared by Avenue Bank of Oak Park
Return To: 104 N. OAK PARK AVE., Oak Park IL 60301
Notary Public

25 sub

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$25.50
T00012 TRAN 1216 01/21/94 11:31:00
02245 * -94-066809
COOK COUNTY RECORDER

94066809

LOAN NO.

MODIFICATION AGREEMENT

avenue Bank
A TRUST COMPANY OF OAK PARK
104 N. OAK PARK AVENUE
OAK PARK, ILLINOIS
60301-1387

4055

NOTARY PUBLIC
STATE OF ILLINOIS
A.D. 1993
December 1st

UNOFFICIAL COPY

(GIVEN under my hand and notarial seal this 1st day of December A.D. 1993)
This instrument prepared by 101 N. OAK PARK AVE., OAK PARK, ILL. 60454
Return To:
I, the undersigned, a Notary Public in and for the said county in the State aforesaid, DO HEREBY CERTIFY that
Ronald G. Thompson, Vice President and
Nicholas S. Giuliani, Vice President, and
COMPANY OF OAK PARK, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said AVENUE BANK AND TRUST COMPANY OF OAK PARK, for the uses and purposes therein set forth, and caused its corporate seal to be thereto affixed.

NOTARY PUBLIC
STATE OF ILLINOIS
A.D. 1993
December 1st

I, the undersigned, a Notary Public in and for the said county in the State aforesaid, DO HEREBY CERTIFY that
Martha A. Thomas, Vice President, and
same persons whose name she subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the same instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
GIVEN under my hand and notarial seal this 1st day of December A.D. 1993

BY: *[Signature]* Vice President
BY: *[Signature]* Vice President
Second Party
First Party
94066809

ATTEST
I, Notary Public, do hereby certify that the foregoing instrument was duly executed and acknowledged in my presence by the parties herein named, and that the same are the free and voluntary acts of the said parties, and that the same are the free and voluntary acts of the said AVENUE BANK AND TRUST COMPANY OF OAK PARK, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
GIVEN under my hand and notarial seal this 1st day of December A.D. 1993

1. That the amount of Principal Indebtedness is now fourteen thousand five hundred seven DOLLARS.
2. That the interest on the above principal amount is decreased from 10.25 per cent (10.25%) to 7.00 per cent (7.00%) per annum, said decrease to commence December 1, 1993.
3. That for and in consideration of the additional advance by First Party of ten DOLLARS, receipt of which is hereby acknowledged, the principal indebtedness is increased fourteen thousand five hundred seven DOLLARS.
4. For and in consideration of the aforementioned decrease of the interest rate on the additional advance by First Party and/or payment by Second Party on the Principal Indebtedness, the monthly installments of principal and interest is decreased from two hundred eighty six DOLLARS to two hundred two DOLLARS commencing January 1, 1994, and a like payment on the 1st day of each and every month thereafter until said obligation is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of September 2001.

5. This Agreement is supplementary to the aforementioned Mortgage or Trust Deed. All Provisions thereof and of the Note, including any right to declare principal and accrued interest due for any caused specified in the said Mortgage or Trust Deed, or Note, shall remain in full force and effect except as hereby expressly modified. The Second Party agrees to perform all covenants as specified in the Mortgage or Trust Deed.
IN WITNESS WHEREOF, First Party has caused this instrument to be executed in its proper corporate name by its proper officers hereunto duly authorized, and its corporate seal to be hereunto affixed, and Second Party has hereunto set their hand together and seal.

ATTEST
I, Notary Public, do hereby certify that the foregoing instrument was duly executed and acknowledged in my presence by the parties herein named, and that the same are the free and voluntary acts of the said parties, and that the same are the free and voluntary acts of the said AVENUE BANK AND TRUST COMPANY OF OAK PARK, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
GIVEN under my hand and notarial seal this 1st day of December A.D. 1993

UNOFFICIAL COPY

LOAN NO.
MODIFICATION AGREEMENT

AVENUE BANK
A TRUST COMPANY OF OAK PARK
104 N. OAK PARK AVENUE
OAK PARK, ILLINOIS 60301-1387

Property of Cook County Clerk's Office

94066809

DEPT-0: RECORDING 025.50
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COOK COUNTY RECORDER