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This document was prepared by:
MOUNT GREENWOOD BANK
3052 W. 111TH
CHICAGO, ILLINOIS 60655

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COOK COUNTY RECORDER

(Space above this line for recording purposes)

MODIFICATION AGREEMENT

to a Promissory Note(s)
and to a Mortgage held by
MOUNT GREENWOOD BANK

1. **DATE AND PARTIES.** The date of this Modification Agreement (Agreement) is October 25, 1995, and the parties are the following:

MORTGAGOR OF PROPERTY/BORROWER:

LEE CHARLES KELLY
10107 S. Western Ave.
Chicago, Illinois 60643
Social Security # 347-38-1772
husband of Barbara Felice Kelly

BARBARA FELICE KELLY
9840 S. Damen
Chicago, IL 60643
Social Security # 084-44-1894
wife of Lee Charles Kelly

BANK:

MOUNT GREENWOOD BANK
an ILLINOIS banking corporation
3052 W. 111TH
CHICAGO, ILLINOIS 60655
Tax I.D. # 36-2202468
Branch No. 13730
(as Mortgagee)

2. **BACKGROUND.** Borrower executed a promissory note payable to the order of Bank dated October 25, 1990, (Note) evidencing a loan (Loan) which Note is further described as follows: Note number 40, in the principal amount of \$180,000.00, and payable on demand, but if no demand is made, on October 25, 1995. As of the date of this Agreement, the principal balance on the Note is \$176,666.99. The total amount currently due on the Note is \$176,666.99. Borrower and Bank hereby agree to modify the Note on the terms contained in this Agreement.

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3. SECURITY. This Agreement is secured by the following type(s) (or items) of property (Collateral):
Real Estate

The real property portion of the Collateral includes the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

LOTS 2, 3 AND 4 INCLUSIVE IN BLOCK 5 IN WILLIAM E. HARMON'S BEVERLY ADDITION, BEING A SUBDIVISION OF BLOCKS 1 TO 6 (EXCEPT LOTS 5 AND 6 IN BLOCK 2) IN TRACY HEIGHTS, A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N. #25-07-316-002; 003; 004

The Property may be commonly referred to as 10107 S. WESTERN AVE., CHICAGO, ILLINOIS 60643

The term 'Collateral' further includes, but is not limited to, the following property, whether now owned or hereafter acquired, and whether or not held by a bailee for the benefit of the Owner or owners, all: accessions, accessories, additions, fittings, increases, insurance benefits and proceeds, parts, products, profits, renewals, rents, replacements, special tools and substitutions, together with all books and records pertaining to the Collateral and access to the equipment containing such books and records including computer stored information and all software relating thereto, plus all cash and non-cash proceeds and all proceeds of proceeds arising from the type(s) (items) of property listed above.

4. MODIFICATION. The terms and conditions of the loan (Loan) are hereby modified to read as follows:

The Loan in the principal amount of \$175,000.00 is payable to Bank's order with interest at the rate of 8.75% per annum (Contract Rate) until the Note matures or the obligation is accelerated. After maturity or acceleration, the unpaid balance shall bear interest at the rate specified in the Note until paid. The Loan and the Note are limited to the maximum lawful amount of interest (Maximum Lawful Interest) permitted under federal and state laws. If the interest accrued and collected exceeds the Maximum Lawful Interest as of the time of collection, such excess shall be applied to reduce the principal amount outstanding, unless otherwise required by law. If or when no principal amount is outstanding, any excess interest shall be refunded to Borrower according to the actuarial method. Interest shall be computed on the basis of a 360-day year and the actual number of days elapsed. 59 MONTHLY PRINCIPAL & INTEREST PAYMENTS OF \$1,579.79 AND A FINAL BALLOON PAYMENT AT MATURITY 10/25/00.

5. COVENANTS AND WARRANTIES BY MORTGAGOR. Mortgagor affirmatively represents, warrants and covenants:

- that the Mortgage liens described herein and granted to MOUNT GREENWOOD BANK are subordinate to no other lien or interest;
- that Mortgagor has good and marketable title to all of the Property; and
- that the Property is subject to no outstanding liens or other encumbrances.

6. CONTINUATION OF ALL OTHER TERMS AND CONDITIONS. This Agreement shall operate as a modification only and shall relate back to the execution and delivery of the original Note. All other terms and conditions of this Loan contained in the loan documents not specifically referred to and modified herein continue in full force and effect, and Borrower hereby ratifies and confirms the security, priority and enforceability of each document securing the Loan.

7. RECEIPT OF COPY. Borrower acknowledges receiving a copy of this Agreement.

BORROWER:

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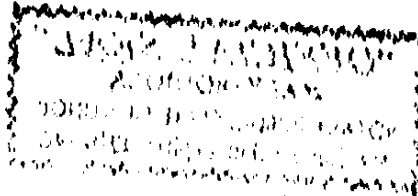
Lee Charles Kelly
LEE CHARLES KELLY
Individually

Barbara Felice Kelly
BARBARA FELICE KELLY
Individually

APPROVED: October 25, 1995

BANK:

MOORE GREENWOOD BANK
an ILLINOIS banking corporation



[Corporate Seal*]

By: Charlotte Boissonneau
CHARLOTTE BOISSONNEAU, VICE PRESIDENT

Affect

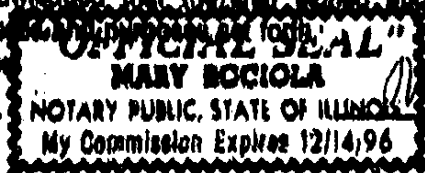
(*Corporate seal may be affixed, but failure to affix shall not affect validity or enforceability.)

STATE OF ILLINOIS

COUNTY OF COOK

On this 25 day of OCTOBER, 1995, I, MARY RUCIOLA, a notary public, certify that LEE CHARLES KELLY, husband of Barbara Felice Kelly, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires 12/14/96



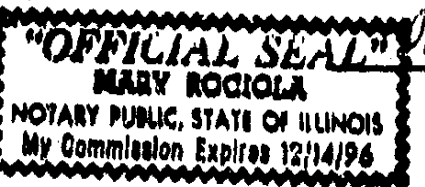
Mary Ruciola
NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF COOK

On this 25 day of OCTOBER, 1995, I, MARY RUCIOLA, a notary public, certify that BARBARA FELICE KELLY, wife of Lee Charles Kelly, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires 12/14/96



Mary Ruciola
NOTARY PUBLIC

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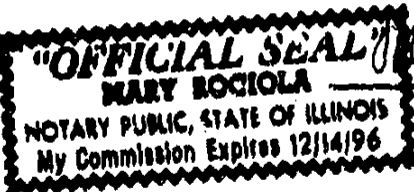
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STATE OF ILLINOIS

COUNTY OF COOK

On this 25 day of OCTOBER, 1995, MARY ROCIOLO, a notary public, certify that CHARLOTTE BOISSONNEAU, VICE PRESIDENT, of MOUNT GREENWOOD BANK, an ILLINOIS banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

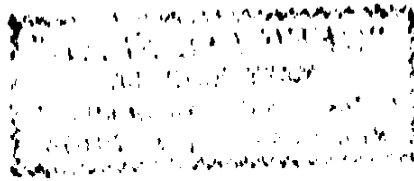
My commission expires 12/14/96



Mary Rocio
NOTARY PUBLIC

THIS IS THE LAST PAGE OF A 4 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

Property of Cook County Clerk's Office



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