

DEPT-01 RECORDING 527.50  
T#0011 TRAN 6749 05/11/95 09:27:00  
#0398 # RV \*-95-308372  
COOK COUNTY RECORDER

**INSTALLMENT NOTE AND TRUST DEED MODIFICATION AGREEMENT**

This Agreement made as of May 1, 1995 by and between Chicago Title and Trust Company as Trustee under Trust Agreement dated February 8, 1988 and known as Trust Number 1091055, and not personally, (hereinafter called "Borrower"); Chicago Title and Trust Company (hereinafter called "Trustee"); Leo Witkowski and Joanne Witkowski (hereinafter called "Guarantors") and All American Bank of Chicago (hereinafter called "Bank").

Witnesseth:

Whereas, the Bank is the owner and holder of a certain Installment Note (hereinafter called the "Note") in the original principal amount of Fifty Thousand and No/100 Dollars (\$50,000.00) from the Borrower dated April 10, 1990 payable to bearer and;

Whereas, the Note is secured by a Trust Deed in the amount of Fifty Thousand and no/100 Dollars (\$50,000.00) dated April 10, 1990 and recorded on April 30, 1990 as Document #90194887 conveying to Chicago Title and Trust Company the premises located in the City of Chicago, County of Cook, State of Illinois and legally described as follows:

Lot 1 in Block 10 in C.T. Yerke's Subdivision of Blocks 33 to 36 and 41 to 44 in the Subdivision of Section 19, Township 40 North, Range 14 East of the Third Principal Meridian, (except for South West 1/4 of the North East 1/4; the South East 1/4 of the North West 1/4 and the East 1/2 of the South East 1/4) in Cook County, Illinois

Property commonly known as: 2301 W. Roscoe, Chicago, Illinois 60618  
Permanent Real Estate Index #14-19-317-008

Whereas, the maturity date on the Note is May 1, 1995 and;

Whereas, the interest rate charged on the Note is Eleven (11.00%) Percent and;

Whereas, the principal balance outstanding on the Note as of the date hereof is Forty Five Thousand Four Hundred Ninety One and 35/100 Dollars (\$45,491.35) and;

Whereas, the Guarantors has requested that the Bank extend the maturity date of the Note to May 1, 1998 and;

Whereas, the Guarantors has requested that the Bank modify the amortization term to fully amortize the said remaining principal balance outstanding over a fifteen (15) year amortization term and monthly installments of principal and interest in the amount of Four Hundred Sixty Eight and 19/100 Dollars (\$468.19) shall be payable monthly beginning June 1, 1995 and continuing to May 1, 1998 and;

Whereas, the Guarantors has requested that the Bank modify the interest rate charged on the Note from the date hereof to Nine and One Quarter (9.25%) Percent per annum, fixed for three years and;

Whereas, the Bank has agreed to extend the maturity date, modify the amortization term, modify the interest rate and adjust the monthly payments accordingly as requested;

(267985) RE-TITLE SERVICES # R5-490

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27/05/95

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Now therefore, in consideration of One Hundred Fifty Dollars (\$150.00) and other good and valuable consideration, receipt of which is hereby acknowledged and, in further consideration of the mutual promises contained herein, Borrower, Guarantors, Trustee and Bank agree as follows:

1. The maturity date of the Note is hereby extended to May 1, 1998.
2. The amortization period is hereby modified in order to fully amortize the remaining principal balance outstanding over a fifteen (15) year period.
3. As of the date hereof, the interest rate charged on the Note shall be equal to Nine and One Quarter (9.25%) Percent per annum fixed for the three year term.
4. Monthly installments of principal and interest in the amount of Four Hundred Sixty Eight and 19/100 Dollars (\$468.19) shall be payable monthly beginning June 1, 1995 and continuing to May 1, 1998.
5. All other terms, promises and conditions of the Note and Trust Deed modified hereby are hereby confirmed.
6. The Modification Agreement shall be attached to and made a part of the Note and Trust Deed.
7. The Borrower warrants that the Note and Trust Deed as modified hereby are valid, binding and enforceable according to these terms.

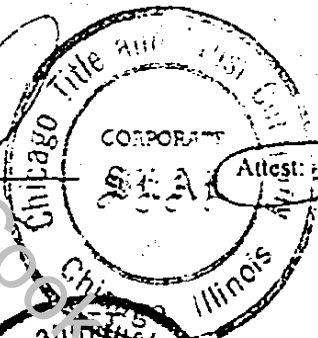
In witness whereof, this Modification Agreement has been executed as of the day and year first above written.

**BORROWER:**

Chicago Title and Trust Company As Trustee  
w/a dtd. 2/8/88 a/w/a Trust No. 1071055

By: \_\_\_\_\_

*[Handwritten signature]*  
Asst. Vice President



Attest: \_\_\_\_\_

*[Handwritten signature]*  
Asst. Secretary

**CONSENTED TO BY:**

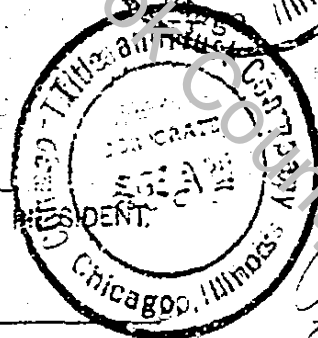
Chicago Title and Trust Company  
As Trustee

By: \_\_\_\_\_

DEBORAH HLAVIN

ASST. VICE PRESIDENT

*[Handwritten signature]*



Attest: \_\_\_\_\_

*[Handwritten signature]*  
KAREN SCUDIERI ASST. SECRETARY

Attached exoneration rider is incorporated herein

**GUARANTORS:**

Leo Wilkowski

*[Handwritten signature]*

*[Handwritten signature]*  
Joanne Witkowski

**ALL AMERICAN BANK OF CHICAGO**

By: \_\_\_\_\_

Diego A. Mangawah, Vice President

*[Handwritten signature]*

Attest: \_\_\_\_\_

Joseph G. Glab, Senior Vice President

*[Handwritten signature]*

State of Illinois  
County of Cook

KAREN MICHEL  
AND  
FRONIE WITKOWSKI

I, the undersigned, a Notary Public in and for said County in the State of aforesaid, DO HEREBY CERTIFY, that \*  
\_\_\_\_\_ of Chicago Title and Trust Company and \*  
\_\_\_\_\_ of said company personally known to me to be  
the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_  
respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as  
their own free and voluntary acts, and as the free and voluntary act of said corporate seal of said company to said instrument

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Clerk's Office

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Clerk of the Court

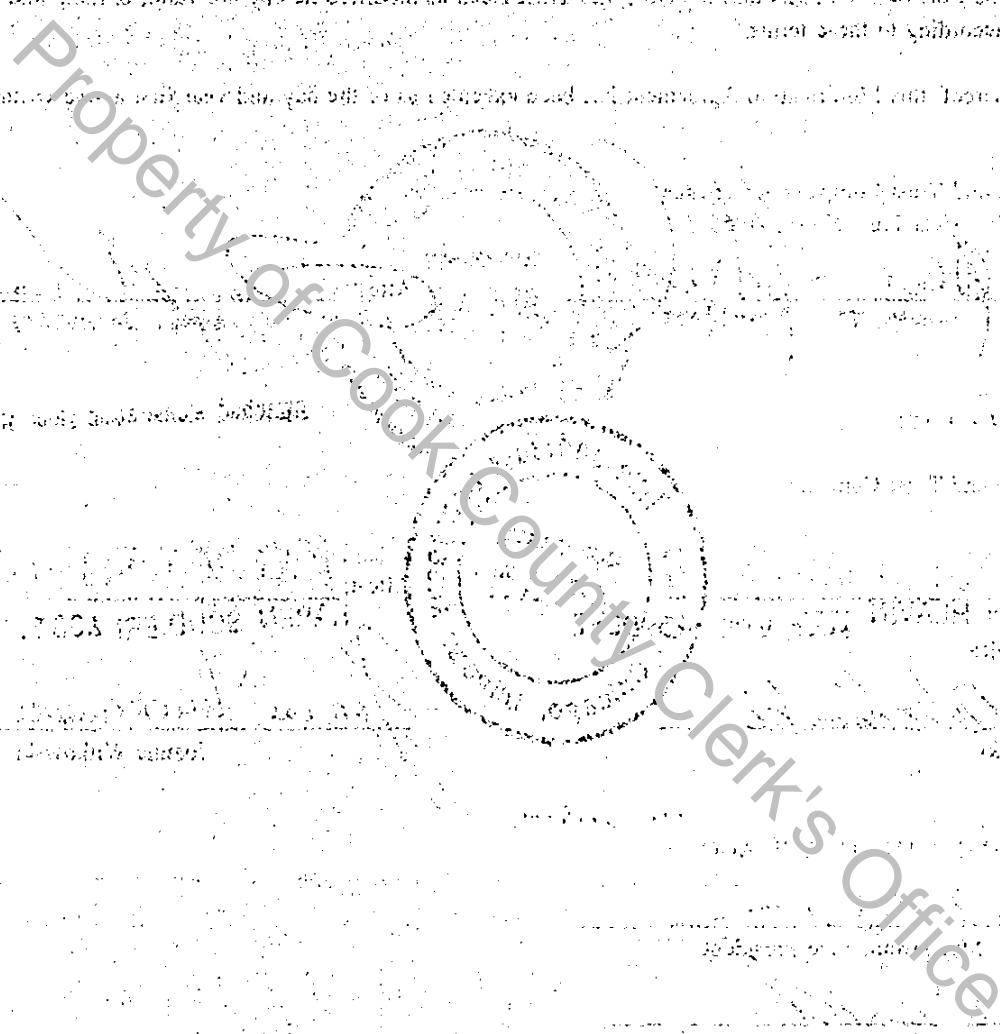
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

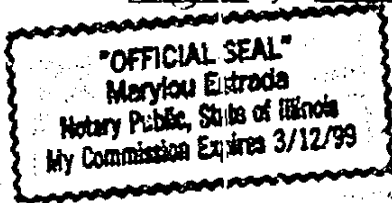
\_\_\_\_\_  
Witness



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as his own free and voluntary act, and as the free and voluntary act of said company, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3<sup>RD</sup> day of May, 1995.

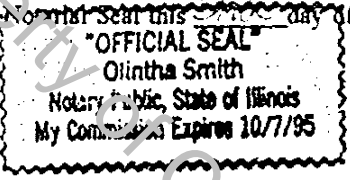


Merylou Estrada  
Notary Public

State of Illinois  
County of Cook

I, the undersigned, a Notary Public in and for said County in the State of aforesaid, DO HEREBY CERTIFY, that DEBORAH HLAVIN of Chicago Title and Trust Company and KAREN SCUDIERI of said company personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. VICE PRESIDENT and Secy respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporate seal of said company to said instrument as his own free and voluntary act, and as the free and voluntary act of said company, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3<sup>RD</sup> day of May, 1995.

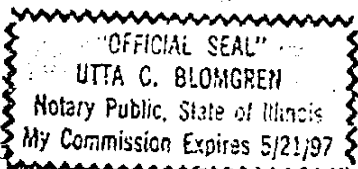


Olintha Smith  
Notary Public

State of Illinois  
County of Cook

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Leo Witkowski and Joanne Witkowski 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 they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3<sup>RD</sup> day of May, 1995.



Utt C. Blomgren  
Notary Public

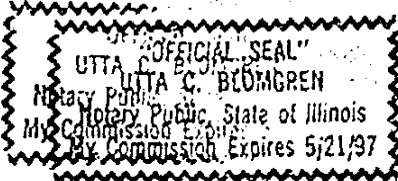
State of Illinois  
County of Cook

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Diego A. Mangawan and Joseph G. Glab of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Senior Vice President 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 Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 3<sup>RD</sup> day of May, 1995.

Utt C. Blomgren  
Notary Public

This document was prepared by and should be mailed to:  
Diane M. Chao  
All American Bank of Chicago  
3611 N. Kedzie Ave.  
Chicago, IL 60618



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## EXCULPATORY CLAUSE FOR CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

95308372

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STATE OF ILLINOIS  
COUNTY OF COOK

IN SENATE,  
January 10, 1910.

REPORT  
OF THE  
COMMISSIONERS OF THE  
LAND OFFICE,  
IN RESPONSE TO A RESOLUTION  
PASSED BY THE SENATE  
MAY 15, 1909.

CHAS. W. BROWN, COMMISSIONER.

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CHAS. W. BROWN, COMMISSIONER