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FIRST OF AMERICA

MODIFICATION AGREEMENT

95363693

DEPT-01 RECORDING

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#1576 #VF *-95-363693
COOK COUNTY RECORDER

(FOR RECORDER'S USE)

Loan No.: 725194

MODIFICATION AGREEMENT, made April 21, 1995, between First of America Bank, Illinois, N.A.
(the "Mortgagee") of 170 N. Ottawa St. Joliet, IL 60431
and John and Christina Miksula
(the "Mortgagor") of 428 Jane Ct. Lemont, IL 60439

RECITALS:

- A. The Mortgagee is the holder of a certain note made and delivered to the Mortgagee by the Mortgagor and dated April 21, 1994, in the original amount of One hundred ninety five thousand five hundred and no/100 (\$195,500.00) DOLLARS (the "Note"); and
- B. The Note is secured by a certain real estate mortgage of One hundred ninety five thousand five hundred and no/100 recorded April 28, 1994, as Document Number 94382513 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 ninety five thousand five hundred & no/100 (\$195,500.00) 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

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Interest Rate. The interest rate of _____ (%) percent per annum is modified to _____ (%) 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 July, 1995.

Date of Payment. The due date of the monthly payment is changed to _____ 19____, 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.

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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.

MODIFICATION - OTHER.

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

- 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 hereto. 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 [Signature]
 X Chastern M. McKeown

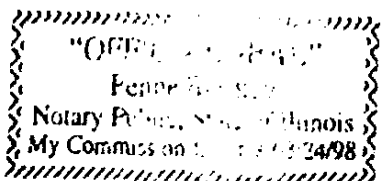
STATE OF IL
COUNTY OF Will ss.

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On this 26 day of April, 19 95, before a Notary Public in and for said County, personally appeared _____ and acknowledged the foregoing agreement.

Penne Blaskay
Notary Public

Will County, IL
My Commission Expires: 3-24-98



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MORTGAGEE:

FIRST OF AMERICA BANK, Illinois, N.A.

BY: [Signature]

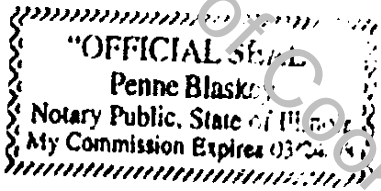
ITS: Construction Loan Specialist

STATE OF Illinois
COUNTY OF Will ss

On this _____ day of _____, 19____, before a Notary Public in and for said County, personally appeared Brian Ferguson of First of America - Illinois, N.A. and acknowledged the foregoing agreement on behalf of said Bank

Penne Blasko
Notary Public

Will County, Illinois
My Commission Expires: 3-24-78



ASSUMING BORROWER:

STATE OF _____
COUNTY OF _____ ss

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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EXHIBIT A
TO
MODIFICATION AGREEMENT

Description of Real Estate

Tax Identification Number: 22-33-206-003-0000

Lot 3 in Athen Knolls subdivision, being a subdivision of a portion of the east 1/2 of the north 1/2 of the northeast 1/4 of the northeast 1/4 of section 33, township 37 north, range 11 east of the third principal meridian, according to the plat thereof filed in the office of the registrar of titles, Cook County, Illinois, on November 5, 1991 as document number 4008658

commonly known address: 428 Jane Ct. Lemont, IL 60439

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