

FIRST AMERICA

95375378

MODIFICATION AGREEMENT

95375378

DEPT-01 RECORDING \$27.50
140008 TRAN 5163 06/09/95 13:26:00
#7862 : JP # - 95 - 375378
COOK COUNTY RECORDER

(FOR RECORDER'S USE)

Loan No.: 725858

MODIFICATION AGREEMENT made May 9th 19 95 between First of America Bank - Illinois, N. A.
(the "Mortgage") of 170 N. Ottawa St. Joliet, Il 60431
and Zygmunt and Elizabeth Doktor
(the "Mortgagor") of 431 Jane Ct. Lemont, Il 60439

RECITALS:

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- A. The Mortgagee is the holder of a certain note made and delivered to the Mortgagee by the Mortgagor and dated May 10 19 94 in the original amount of Two hundred twenty five thousand \$225,000.00 ) DOLLARS (the "Note"); and
B. The Note is secured by a certain real estate mortgage of even date with the Note and recorded May 13 19 94 as Document Number 94431997 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 Two hundred is 225,000.00 ) DOLLARS twenty five thousand and no/100
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

Interest Rate. The interest rate of ( ) percent per annum is modified to ( ) percent 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.

27 5/15

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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.

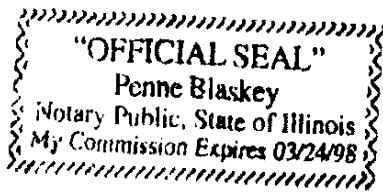
95375078

MORTGAGOR:  
 X Seamus Datt  
 X Elizabeth Doktor

STATE OF Illinois  
 COUNTY OF Will ss.

On this 15 day of May, 1995, before a Notary Public in and for said County, personally appeared \_\_\_\_\_  
 and acknowledged the foregoing agreement.

Penne Blaskey  
 Notary Public  
Will County, Illinois  
 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 25<sup>th</sup> day of May, 19 95, 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

“OFFICIAL SEAL”  
Penne Blaskey  
Notary Public, State of Illinois  
My Commission Expires 03/24/98

Penne Blaskey  
Notary Public  
Will County, Ill  
My Commission Expires: 3-24-98

ASSUMING BORROWER:

STATE OF \_\_\_\_\_ ss.  
COUNTY OF \_\_\_\_\_

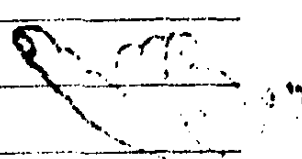
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On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_ and acknowledged the foregoing agreement.

\_\_\_\_\_  
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. 22-33-206-005

Lot 5 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. 131 Jane Ct. Lemont, IL 60439

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