

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



DEPT. OF RECORDS 127.50
1996 TRAN 4910 06/10/96 09:41:00
BOOK 211 # 96-495674
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 June 10, 1996, and the parties are the following:

MORTGAGOR OF PROPERTY/BORROWER:

BROOKS WAYNE
D/B/A THE OMELETTE HOUSE
4002 West 111th Street
Oak Lawn, Illinois 60453
Social Security # 327-82-7436
husband of Laura A. Wayne
LAURA A. WAYNE D/B/A THE OMELETTE HOUSE
14826 S. Karlov Ave
Midlothian, IL 60445
Social Security # 355-66-8442
wife of Brooks Wayne

BANK:

MOUNT GREENWOOD BANK
an ILLINOIS banking corporation
3052 W. 111TH
CHICAGO, ILLINOIS 60655
Tax I.D. # 36-2202488
Branch No. 13730
(as Mortgagee)

2. **BACKGROUND.** This Modification Agreement shall serve as a MODIFICATION AND EXTENSION Agreement for the Promissory Note dated January 2, 1996 as well as the Mortgage and Security Agreement dated January 2, 1996.

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

27.50
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- A. INTEREST.** The Loan in the principal amount of \$30,000.00 is payable to Bank's order with interest at the rate of 8.25% per annum (Contract Rate) until the Note matures or the obligation is accelerated. After maturity, the unpaid balance shall bear interest at the rate of 13.25% per annum, or if less, the maximum allowable rate permitted by law. If the Loan is accelerated prior to maturity, the unpaid balance shall continue to bear interest at the Contract Rate until paid in full. 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.
- B. REPAYMENT TERMS.** Eleven (11) monthly payments of \$500.00 (principal and interest) beginning July 20, 1996 and a final balloon payment due June 20, 1997. These payment amounts are based upon timely payment of each installment. All amounts shall be paid in legal U.S. currency. Any payment made with a check will constitute payment only when collected.
- C. OTHER MODIFICATIONS.** We are modifying the amount of the Promissory Note to show the available amount to be \$30,000.00.
- 4. COVENANTS AND WARRANTIES BY MORTGAGOR.** Mortgagor affirmatively represents, warrants and covenants:
- A. that the Mortgage liens described herein and granted to MOUNT GREENWOOD BANK are subordinate to no other lien or interest;
 - B. that Mortgagor has good and marketable title to all of the Property; and
 - C. that the Property is subject to no outstanding liens or other encumbrances.
- 5. 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.
- 6. RECEIPT OF COPY.** Borrower acknowledges receiving a copy of this Agreement.

BORROWER:

Brooks Wayne
BROOKS WAYNE

Individually and D/B/A THE OMELETTE HOUSE

Laura A. Wayne
LAURA A. WAYNE D/B/A THE OMELETTE HOUSE

Individually

APPROVED: June 10, 1996

BANK:

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MOUNT GREENWOOD BANK
an ILLINOIS banking corporation

[Corporate Seal*]

By: [Signature]
JACK LESTER, VICE PRESIDENT & SLO

Attest

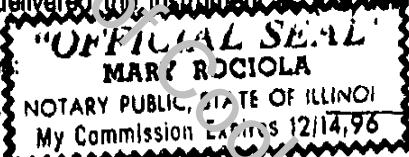
(*Corporate seal may be affixed, but failure to affix shall not affect validity or reliance.)

STATE OF ILLINOIS

COUNTY OF COOK

On this 10 day of JUNE, 1996, I, MARY ROCIOLA, a notary public, certify that BROOKS WAYNE, 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 (h) instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires: 12/14/96



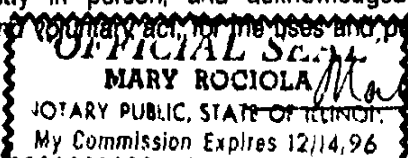
Mary Rociola
NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF COOK

On this 10 day of JUNE, 1996, I, MARY ROCIOLA, a notary public, certify that LAURA A. WAYNE D/B/A THE OMELETTE HOUSE, wife of Brooks Wayne, 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



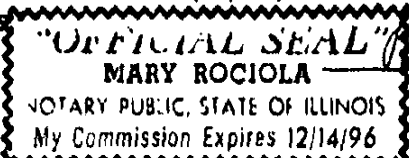
Mary Rociola
NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF COOK

On this 10 day of JUNE, 1996, I, MARY ROCIOLA, a notary public, certify that JACK LESTER, VICE PRESIDENT & SLO, 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 Rociola
NOTARY PUBLIC

THIS IS THE LAST PAGE OF A 3 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

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EXHIBIT "A"

This EXHIBIT "A" is referred to in and made a part of that certain Modification Agreement dated June 10, 1986, by and between the following parties:

MORTGAGOR OF PROPERTY/BORROWER:

BROOKS WAYNE

D/B/A THE OMELETTE HOUSE

4002 West 111th Street

Oak Lawn, Illinois 60453

Social Security # 327-62-7436

LAURA A. WAYNE D/B/A THE OMELETTE HOUSE

14826 S. Karlov Ave

Midlothian, IL 60445

Social Security # 355-66-8442

BANK:

MOUNT GREENWOOD BANK

an ILLINOIS banking corporation

3052 W. 111TH

CHICAGO, ILLINOIS 60655

Tax I.D. # 36-2202468

Branch No. 13730

(as Mortgagee)

The properties hereinafter described are those properties referred to in this Agreement as being described in Exhibit "A":

The South 1/2 of the East 133 feet of Lot 3 in Block 11 in Midlothian Gardens, being a subdivision of that part of the Southeast 1/4 of Section 10, Township 36 North, Range 13, East of the Third Principal Meridian, lying Northwest of the Right of Way of Chicago, Rock Island and Pacific Railroad, also the East 47/160th of the Southwest 1/4 of Section 10, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. P.I.N.#: 28-10-407-023 This property may be commonly referred to as 14826 S. Karlov Ave., Midlothian, Illinois 60445

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10/15/08