

UNOFFICIAL COPY

THIRD LOAN MODIFICATION AGREEMENT

96137885

DEPT-01 RECORDING \$33.00
T#0012 TRAN 9246 02/22/96 10:16:00
#2537 # CG #-96-137885
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

WHEREAS,

Property of Cook County Office
FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND *33 on*

loaned **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE, UNDER TRUST AGREEMENT DATED DECEMBER 28, 1988 AND KNOWN AS TRUST No. 107289-05**

the sum of **TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100ths** Dollars

(\$ 275,000.00) (reduced to \$248,904.18) as evidenced by a Note and Mortgage executed and delivered on DECEMBER 28, 1988, which Mortgage is duly recorded as Doc. No. 89-008-250 and modified on MAY 22, 1992 by Loan Modification Agreement recorded as Doc. No. 92-424-904 and modified on APRIL 12, 1994 by Loan Modification Agreement recorded as Doc. No. 94-423-317 in the public records in the Jurisdiction where the Mortgaged property is located, which Note and Mortgage are hereby incorporated herein as a part of this instrument, and

LEGAL DESCRIPTION CONTAINED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

WHEREAS, the undersigned, owner of said premises, has found it necessary and does hereby request a modification of the terms of said loan as follows: (1) to extend the maturity date of Mortgage Doc. No. 89-008-250, as modified as Document Nos. 92-424-904 and 94-423-317 from JANUARY 1, 1996 to JANUARY 1, 1999, (2) to amend the interest rate in the Note dated DECEMBER 28, 1988 to NINE PER CENT (9%), and (3) to amend the principal and interest due JANUARY 1, 1996 to and including JANUARY 1, 1999, when the entire principal balance, plus interest, is due and payable to \$2,331.00 per month, and

719151 OF/RJN

96137885

Loan No. 14289-4.0

BOX 67

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

WHEREAS, FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND is willing, upon receipt of the personal guarantee of Stephen D. Richek and David Azran, and the payment of recording and title fees, to extend the maturity date of the First Mortgage Doc. No. 89-008-250 from JANUARY 1, 1996 to JANUARY 1, 1999, and to amend the interest rate in Note dated DECEMBER 28, 1988 to NINE PER CENT (9%) and to amend the principal and interest due monthly from JANUARY 1, 1996 to and including JANUARY 1, 1999, when the entire unpaid principal balance, plus interest, is due and payable, to \$2,331.60 per month.

AND WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter;

THEREFORE, it is hereby agreed that, as of the date of this Agreement, the unpaid balance of said indebtedness is TWO HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED EIGHTY-FOUR AND 18/100ths (\$248,984.18) DOLLARS, all of which the undersigned promises to pay with interest at the rate of NINE PER CENT (9%) per annum until JANUARY 1, 1999, when the entire unpaid principal balance, plus interest, is due and payable, and that the same shall be payable \$2,331.60 per month beginning on the 1st day of JANUARY, 1996, with a final payment of principal and interest due on JANUARY 1, 1999, to be applied first to interest, and balance to principal, plus a sum estimated to be sufficient to discharge taxes and insurance obligations (which estimated sum may be adjusted as necessary) and that in all other respects said Mortgage contracts shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual agreement of the parties and other good and valuable consideration, it is agreed that FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND will extend the maturity date of Mortgage Doc. No. 89-008-250 from JANUARY 1, 1996 to JANUARY 1, 1999, will amend the interest rate in the Note to NINE PER CENT (9%), and will amend the principal and interest payable monthly to \$2,331.60 beginning JANUARY 1, 1996 through JANUARY 1, 1999.

IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT ALL OTHER PROVISIONS OF THE MORTGAGE, DOC. NO. 89-008-250 AS MODIFIED BY DOC. NO. 92-424-304 AND DOC. NO. 94-423-317, SHALL REMAIN IN FULL FORCE AND EFFECT AND WITHOUT MODIFICATION.

Signed, sealed and delivered this 29th day of DECEMBER, 1994.

FIRST SAVINGS AND LOAN ASSOCIATION
OF SOUTH HOLLAND

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, AS TRUSTEE, UNDER TRUST AGREEMENT
DATED DECEMBER 28, 1988 AND KNOWN
AS TRUST No. 107289-05, and NOT PERSONALLY

BY: 
Vice President

BY:  (SEAL)

ATTEST: 
Assistant Secretary

ATTEST:  (SEAL)

This instrument is executed by the undersigned Lead Trustee
not personally, but as a Trustee of the American National Bank and Trust Company of Chicago, Illinois, under a Trust Agreement dated December 28, 1988 and known as Trust No. 107289-05, and not personally, and the undersigned Trustee is not personally liable for the performance or non-performance of the obligations of the Trustee in this instrument.

96137885

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

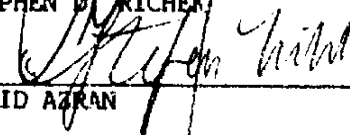
CONSENT TO LOAN MODIFICATION

The undersigned endorser or endorsers, guarantor or guarantors or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing loan modification.



STEPHEN D. RICHEK

(SEAL)



DAVID AZRAN

(SEAL)

This instrument prepared by: GLORIA M. RASMUSSEN
FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND
475 East 162nd Street, South Holland, IL 60473

Property of Cook County Clerk's Office

96137885

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT GLORIA M. RASMUSSEN Vice President and VIRGINIA M. MOORE Assistant Secretary of FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and as the free and voluntary act of the FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND for the uses and purposes therein set forth, and caused the corporate seal of said Corporation to be thereto attached.

GIVEN under my hand and Notarial Seal, this 15th day of February A.D., 19 96.
"OFFICIAL SEAL"
JANET CHOCHREK
Notary Public, State of Illinois
My Commission Expires 5/9/97
Janet Chochrek
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT J. MICHAEL WHELAN Vice President of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO and GREGORY S. KASPRZYK Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the 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 as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of FEBRUARY A.D., 19 _____
"OFFICIAL SEAL"
ANNETTE G. FLOOD
Notary Public, State of Illinois
My Commission Expires 10/20/98
Annette G. Flood
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT STEPHEN D. RICHEK and DAVID AZRAN personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal, this 21st day of November A.D., 19 96.
"OFFICIAL SEAL"
JULIE N. BECKER Notary Public
Notary Public, State of Illinois
My Commission Expires 2/28/98
Julie N. Becker
Notary Public

96137885

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A"

LOTS 10, 11, 12 AND 13 IN BLOCK 25 IN OGDEN'S ADDITION TO CHICAGO A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 17-08-237-028-0000
ADDRESS OF PROPERTY: 1132-42 West Grand Avenue
506-508 North May Street
Chicago, IL 60622

Property of Cook County Clerk's Office

96137885

UNOFFICIAL COPY

Property of Cook County Clerk's Office

BOX 67

000000000000