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

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COOK COUNTY RECORDER

(Space above this line for recording purposes)

MODIFICATION AGREEMENT

to a Promissory Note(s)
and to an Mortgage held by
MOUNT GREENWOOD BANK

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1. **DATE AND PARTIES.** The date of this Modification Agreement (Agreement) is November 28, 1996, and the parties are the following:

MORTGAGOR OF PROPERTY/BORROWER:

MOUNT GREENWOOD BANK A/T/U/T/A DATED 8-19-93 A/K/A TRUST #5-1057
a Trust
3052 West 111th Street
Chicago, IL 60655
Tax I.D. # 326-46-3487

BANK:

MOUNT GREENWOOD BANK
an ILLINOIS banking corporation
3052 W. 111TH
CHICAGO, ILLINOIS 60655
Tax I.D. # 36-2202468
Branch No. 13730
(as Mortgagee)

2. **BACKGROUND.** Borrower executed a promissory note payable to the order of Bank dated November 30, 1993, (Note) evidencing a loan (Loan) which Note is further described as follows: Note number 45, in the principal amount of \$36,000.00, and payable on demand, but if no demand is made, on November 28, 1994. As of the date of this Agreement, the principal balance on the Note is \$30,000.00. The total amount currently due on the Note is \$30,000.00. Borrower and Bank hereby agree to modify the Note on the terms contained in this Agreement.
3. **SECURITY.** This Agreement is secured by the following type(s) (or items) of property (Collateral):
Real Estate
Land Trust

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The real property portion of the Collateral includes the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

LOT 15 IN BLOCK 1 IN BOND'S SUBDIVISION OF THE NORTHEAST 1/4 IN SECTION 23, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 100 ACRES THEREOF AND EXCEPT 1 ACRE DEEDED TO SCHOOL COMMISSIONERS) IN COOK COUNTY, ILLINOIS. P.I.N.#: 24-23-207-039-0000

The Property may be commonly referred to as 11122 S. KEDZIE AVENUE, CHICAGO, IL 60655

The term "Collateral" further includes, but is not limited to, the following property, whether now owned or hereafter acquired and whether or not held by a bailee for the benefit of the Owner or owners, all: accessions, accessories, additions, fittings, increases, insurance benefits and proceeds, parts, products, profits, renewals, rents, replacements, special tools and substitutions, together with all books and records pertaining to the Collateral and access to the equipment containing such books and records including computer stored information and all software relating thereto, plus all cash and non-cash proceeds and all proceeds of proceeds arising from the type(s) (items) of property listed above.

This Agreement is secured by the following described real estate documents: FIRST MORTGAGE IN THE AMOUNT OF \$36,000.00 DATED NOVEMBER 30, 1993 ON PROPERTY LOCATED AT 11122 S. KEDZIE AVENUE, CHICAGO, ILLINOIS.

4. MODIFICATION. The above described note(s) have been renewed and the Renewal Note (Renewal Note) now evidences the indebtedness (Obligations) of MOUNT GREENWOOD BANK A/T/U/T/A DATED 8-19-93 A/K/A TRUST #5-1057 (Borrower) to Bank as evidenced by Borrower's promissory note payable to the order of Bank dated November 28, 1993 evidencing a Loan (Loan) in the principal amount of \$30,000.00. Subject to the actual terms and conditions under the Renewal Note, the following provisions of the Loan have been modified to read as follows:

This modification agreement will reflect the extension of new maturity date to Mortgage dated November 30, 1993 to November 28, 1997.

5. COVENANTS AND WARRANTIES BY MORTGAGOR. Mortgagor affirmatively represents, warrants and covenants:

- A. that Mortgagor has good and marketable title to all of the Property; and
- B. that the Property is subject to no outstanding liens or other encumbrances, except: First position Mortgage lien dated November 30, 1993 in favor of Mount Greenwood Bank recorded in Cook County Illinois on December 6, 1993 as document number 93994713.

6. 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.

7. RECEIPT OF COPY. Borrower acknowledges receiving a copy of this Agreement.

BORROWER:

MOUNT GREENWOOD BANK A/T/U/T/A DATED 8-19-93 A/K/A TRUST #5-1057

By: Sarah J. Nelson

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BARBARA J. RALSON, Asst. Vice President
As-Trustee

APPROVED: November 28, 1996

BANK:

MOUNT GREENWOOD BANK
an ILLINOIS banking corporation

(Corporate Seal*)

By: *Charlotte Boissonneau*
CHARLOTTE BOISSONNEAU, VICE PRESIDENT

Attest

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

STATE OF ILLINOIS

COUNTY OF Cook

On this 15th day of December, 1996, the undersigned, a notary public, certify that BARBARA J. RALSON, Asst. Vice President, for MOUNT GREENWOOD BANK A/T/U/T/A DATED 8-19-93 A/K/A TRUST #5-1057, 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: 12-6-2000

OFFICIAL SEAL
MARY RODIGLA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 6, 2000

Mary Rodigla
NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF Cook

On this 15th day of December, 1996, the undersigned, a notary public, certify that CHARLOTTE BOISSONNEAU, VICE PRESIDENT, 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: 12-6-2000

OFFICIAL SEAL
MARY RODIGLA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 6, 2000

Mary Rodigla
NOTARY PUBLIC

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

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