UNOFFICIAL COPM2736

und Aug The Tell (E. P. 1999) and The Aug Affect. An external of Exercised to

FOURTH
AMENDMENT AND MODIFICATION TO
ARTICLES OF AGREEMENT FOR DEED
DATED FEBRUARY 13, 1984
BETWEEN

AMERICAN NATIONAL BANK AND TRUST CO. OF CHICAGO AS TRUSTEE UNDER TRUST NO. 91039, CONTRACT SELLERS AND

K.T. MAZUREK AND MARY LOU MAZUREK, CONTRACT BUYERS

WHEREAS, AMERICAN NATIONAL BANK AND TRUST CO. OF CHICAGO, as Trustee under Trust No. 91039, as contract sellers, have heretofore entered into Articles of Agreement for Deed dated February 13, 1984, with K.F. Mazurek and Mary Lou Mazurek, as contract buyers, in regard to the real estate commonly known as 3400 Maple Avenue, Brookfield, Illiania and legally described as follows:

LOTS 1, 2, 3, 4, 5, 6, and 7 IN BLOCK 36 IN S.E. GROSS FIRST ADDITION TO GROSSDALE IN SECTION 34. TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE VACATED ALLEY ACCRUING TO THE ABOVE DESCRIBED LOTS IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBERS: 15-34-131-034, AFFECTS LOT 1; 15-34-131-035, AFFECTS LOT 2, 15-34-131-036, AFFECTS LOT 3; 15-34-131-037, AFFECTS LOT 4; 15-34-131-038, AFFECTS LOT 5; 15-34-131-039, AFFECTS LOT 6; 15-34-131-040, AFFECTS LOT 7.

which Articles of Agreement for Deed were recorded in the office of the Recorder of Deeds of Cook County, Illinois, on April 10, 1984 as Document No. 27039435.

WHEREAS, said Articles of Agreement for Deed provided for an interest rate of 11.89% on the balance then due of \$475,000.00,

UNOFFICIAL COPS 12736

with a final payment of the purchase price being due on June 1, 1990; and

whereas, said articles of Agreement for Deed was amended and modified by the parties hereto on January 11, 1990 to provide that the interest rate commencing February 1, 1990 be at the rate of 11% per annum and that the final payment of the principal and all accord and unpaid interest, if not sooner paid, shall be due on the first day of February, 1995.

whereas, said Articles of Agreement for Deed was further amended and modified by the parties hereto on July 8, 1993, to provide that the interest rate commencing July 1, 1993, be at the rate of 9% per annum.

whereas, said Articles of Agreement for Deed was further amended and modified by the parties hereto on January 13, 1995, to provide that the final payment of the principal and all accrued and unpaid interest, if not scorer paid, shall be due on the first day of February, 2000, and that the interest rate commencing February 1, 1995, be at the rate of 9.5%.

WHEREAS, it is the desire of the parties hereto that the interest rate commencing January 1, 1998, be at the rate of eight and one-quarter (8.25%) percent per annum.

Therefore, it is agreed by and between the parties hereto and for good and valuable consideration, that paragraph 3 of said Articles of Agreement for Deed dated February 13, 1984 be further amended so as to provide the following changes:

1. That the interest rate commencing January 1, 1998 be 8.25% per annum.

 That the final payment of principal and all accrued and unpaid interest, if not sooner paid,

UNOFFICIAL COPSY12736 From 15 and 15

shall be due on the first day of February, 2000.

That the balance of the purchase price in the amount of \$360,569.19 as of January 1, 1998, is to be paid in equal monthly installments of \$3,952.52 each commencing on the first day of January, 1998, and on the first day of each month thereafter (payments being amortized over a 12 year period).

It is also agreed by and between the parties hereto that the other terms and conditions of said Articles of Agreement for Deed dated February 13, 1984 as amended, remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have hereunder set their hands and seals this 6 day of Seamble , 1997

SELLERS:

中の一個人の一個人の一個人

BUYERS:

FRANK RUS Beneficiary Trust 91039

K. F. MAZUREK

MARY/LOU MAZUREK

This instrument prepared by:

Robert C. Westrick 748 N. Kensington Ave. LaGrange Park, IL 60526

STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that K.F. MAZUREK and

UNOFFICIAL COPY

MARY LOU MAZUREK, his wife, personally known to me to be the same persons whose names subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth.

Given, under my hand and official seal, this day of

OFFICIAL SEAL ROBERT C WESTRICK

COMMIGSEME NO SEPTIME ESSIES 2 299

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Rus, as beneficiary of Land Trust 91639, 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 signed, sealed end delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

Given, under my hand and official seal, this 23 day of

DECEMBER , 1997.

COTTAL BALL Chalife Otto

Barrell Company 人名马斯斯特特

Commission expires Jan 09, 2000

UNOFFICIAL COPY



dent 17 Service and the service

ROBERT C. WESTRICK 748 N. Kensington Ave. La Grange Park, IL 60526