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Cook County Recorder

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MODIFICATION AGREEMENT

THIS AGREEMENT made and entered into this 27th day of April, 1998, by and between MIECZYSLAW FITA and DANUTA FITA (hereinafter referred to as the "Original Mortgagors"), WALTER MALECKE and JUANITA MALECKE (hereinafter referred to as the "Note Holders"), and WALDEMAR KOSZELA and MARY KOSZELA (hereinafter referred to as the "Substitute Mortgagors");

W I T N E S S E T H:

WHEREAS, on January 20, 1995, Note Holders loaned Original Mortgagors the sum of One Hundred Fifty Thousand and No/100ths Dollars (\$150,000.00) in connection with Original Mortgagors' purchase of the property commonly known as 2885 Milwaukee Avenue, Chicago, Illinois (hereinafter referred to as the "Property"), the legal description of which is attached hereto as "Exhibit B"; and

WHEREAS, on January 20, 1995, Original Mortgagors executed a certain Installment Note (hereinafter referred to as the "Note") in the principal sum of One Hundred Fifty Thousand and No/100ths Dollars (\$150,000.00) secured by a Trust Deed (hereinafter referred to as the "Trust Deed") between original Mortgagors and Chicago Title and Trust Company, as Trustee on the Property, identified by Chicago Title and Trust Company as Document Number

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783379, said Trust Deed having been recorded with the Cook County Recorder of Deeds on February 7, 1995, as Document Number 95-090441; and

WHEREAS, said Trust Deed and Note provide for the accrual of interest at an annual rate of 9.5% on the outstanding balance of One Hundred Fifty Thousand and No/100ths Dollars (\$150,000.00) amortized over twenty-nine (29) years for a monthly payment of One Thousand Three Hundred Ninety-Eight and Twenty/100ths Dollars (\$1,398.20) with a balloon payment of all outstanding principal and interest on January 30, 2000; and

WHEREAS, Original Mortgagors are desirous of selling the Property to WALDEMAR KOSZELA and MARY KOSZELA, Substitute Mortgagors, subject to said Trust Deed, and Substitute Mortgagors are desirous of purchasing the Property subject to the Trust Deed and assuming the Trust Deed and Note subject to certain modifications contained herein; and

WHEREAS, Substitute Mortgagors are desirous of and willing to assume the Trust Deed and Note, with the terms of the Note modified as follows, the amount of One Hundred Thousand and No/100ths Dollars (\$100,000.00) at an annual interest rate of 8.5%, re-amortized over twenty-nine (29) years with a monthly payment of Seven Hundred Seventy-Four and Seventy-seven/100ths Dollars (\$774.77), plus escrows, with a balloon payment due on April 30, 2003; and

WHEREAS, Note Holders are desirous of allowing said sale and

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of Substitute Mortgagors assuming the Trust Deed and Note as modified herein.

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten and No/100ths Dollars (\$10.00), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned agree as follows:

(1) Effective upon the sale of the property on April 27, 1998, from the Original Mortgagors to the Substitute Mortgagors, a partial balloon payment of principal shall be made to the Note Holders in the amount of Forty-One Thousand and No/100ths Dollars (\$41,000.00).

(2) Upon receipt of the partial balloon on April 27, 1998, the outstanding principal balance due under the Trust Deed shall be One Hundred Thousand and No/100ths Dollars (\$100,000.00) bearing an annual interest rate of 8.5%, with payments amortized over twenty-nine (29) years, for monthly payments of Seven Hundred Seventy-Four and Seventy-seven/100ths Dollars (\$774.77), with a balloon payment of all outstanding principal and interest on ~~March~~ ^{April} 30, 2003.

(3) Effective April 27, 1998, WALDEMAR KOSZELA and MARY KOSZELA shall be the Substitute Mortgagors assuming all liability thereunder as though they were the Original Mortgagors under said Trust Deed and Note, and MIECZYSLAW FITA and DANUTA FITA shall be released from all liability thereunder.

(4) Effective April 27, 1998, WALDEMAR KOSZELA and MARY

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KOSZELA shall execute the assumption language added to the Note in form identical to the Note attached hereto as "Exhibit A".

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals all as of the day and year first above written.

NOTE HOLDERS:

Walter Malecke
WALTER MALECKE

Juanita Malecke
JUANITA MALECKE

ORIGINAL MORTGAGORS:

Mieczyslaw Fita
MIECZYSLAW FITA

Danuta Fita
DANUTA FITA

SUBSTITUTE MORTGAGORS:

Waldemar Koszela
WALDEMAR KOSZELA

Mary Koszela
MARY KOSZELA

CONSENTED TO:

CHICAGO TITLE AND TRUST COMPANY,
AS TRUSTEE



By: Walter Malecke

Title: Trustee

Date: April 29, 40.

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Instalment Note

(Use with Trust Deed Form CTTC 7)

\$ 150,000.00

Chicago, Illinois

January 20, 1995

FOR VALUE RECEIVED, WE promise to pay to THE ORDER OF EDWARD WALTER MALECKE and JUANITA MALECKE, his wife as joint tenants

the principal sum of One Hundred Fifty Thousand and no/100 (\$150,000.00) Dollars and interest from January 20, 1995, on the balance of principal remaining from time to time unpaid at the rate of 9.5 per cent per annum payable in instalments (including principal and interest) as follows: Dollars or more on the 1st day of March, 1995, and each month thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid,

shall be due on the 30th day of January, 2000. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The principal of each of said instalments unless paid when due shall bear interest after maturity at the rate of 18% per cent per annum. Said payments are to be made at such banking house or trust company in Mount Prospect, Illinois, as the legal holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of WALTER MALECKE, 1225 Prospect Avenue, Mount Prospect, Illinois 60056

For good and valuable consideration this 27th day of April, 1998, and pursuant to a Modification Agreement dated April 27, 1998, WALDEMAR KOSZELA and MARY KOSZELA agree to assume payment under this Note and all other obligations and liabilities under the Trust Deed dated January 20, 1995, identified by Chicago Title and Trust Company as Document Number 783379 recorded with the Cook County Recorder of Deeds on February 7, 1995, as Document Number 95-090441 as modified and to indemnify MIECZYSLAW FITA and DANUTA FITA for any liability hereunder.

WALDEMAR KOSZELA MARY KOSZELA

- ONE THOUSAND THREE HUNDRED NINETY EIGHT AND NO/100 (\$1,398.20)
A ONE TIME PAYMENT OF FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS SHALL BE DUE ON FEBRUARY 1, 1996 AND THE ENTIRE BALANCE PRINCIPAL INTEREST.
ALONG WITH AN ADDITIONAL DEPOSIT OF 1/12TH OF THE ESTIMATED ANNUAL REAL ESTATE TAXES AND INSURANCE PREMIUM INTO AN ESCROW TO BE HELD BY SELLER TO PAY REAL ESTATE TAXES AND INSURANCE PREMIUMS.

The payment of this note is secured by trust deed, bearing even date herewith, to Chicago Title and Trust Company, Trustee, on real estate in the County of Cook, Illinois; and it is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof or in case default shall occur and continue for three days (in which event election may be made at any time after the expiration of said three days, without notice) in the performance of any other agreement contained in said trust deed.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

Identification No. 783379
CHICAGO TITLE AND TRUST COMPANY, Trustee.
By Assistant Secretary Assistant Vice President

MIECZYSLAW FITA
DANUTA FITA

IMPORTANT!

THIS IS A VALUABLE DOCUMENT! WHEN FULLY PAID, THIS NOTE AND THE TRUST DEED SECURING IT MUST BE SURRENDERED TO THE PARTY OBLIGED TO MAKE THE FINAL PAYMENT. THAT PARTY MUST IMMEDIATELY THEREAFTER PRESENT THIS NOTE AND THE TRUST DEED SECURING IT TO CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, IN ORDER TO OBTAIN A RELEASE DEED.

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LOT 41 IN BLOCK 7 IN HENRY WISNER'S SUBDIVISION OF LOTS 11 AND 12 IN BRAND'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2885 MILWAUKEE AVE., CHICAGO, ILLINOIS

PERMANENT INDEX NUMBER: 13-26-216-070-0000

SUBJECT ONLY TO: (A) COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD; (B) PRIVATE, PUBLIC AND UTILITY EASEMENTS AND ROADS AND HIGHWAYS, IF ANY; (C) PARTY WALL RIGHTS AND AGREEMENTS, IF ANY; (D) EXISTING LEASES AND TENANCIES; (E) SPECIAL TAX OR ASSESSMENTS FOR IMPROVEMENTS NOT YET COMPLETED; (F) INSTALLMENTS NOT DUE AT THE DATE HEREOF OF ANY SPECIAL TAX OR ASSESSMENTS FOR IMPROVEMENTS HERETOFORE COMPLETED; (G) MORTGAGE OR TRUST DEED SPECIFIED IN REAL ESTATE SALES CONTRACT DATED NOVEMBER, 1994, IF ANY; (H) GENERAL TAXES FOR THE YEAR 1994 AND SUBSEQUENT YEARS INCLUDING TAXES WHICH MAY ACCRUE BY REASON OF NEW OR ADDITIONAL IMPROVEMENTS DURING THE YEAR(S) 1994

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"EXHIBIT B"

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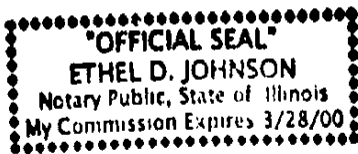
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State of Illinois,)
) SS
County of Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of THE CHICAGO TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing Instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date APR 29 1998



Ethel D. Johnson

Notary Public

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MAIL TO: JAMES C. SIEBERT, ESQ.
3166 S. RIVER Rd # 26
DESPLAINES, IL. 60018