

UNOFFICIAL COPY

THIS INDENTURE, made this 1st day of September, 1985, by and between HARRIS TRUST AND SAVINGS BANK, the owner of the mortgage or trust deed hereinafter described, and Michael Obremski, A Bachelor and Gloria Obremski, Divorced and Not Remarried, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

The parties hereby agree to modify the payment of the indebtedness evidenced by the principal promissory note dated October 3, 1985 secured by a mortgage or trust deed in the nature of a mortgage filed October 21, 1985 in the office of the Registrar of Titles of Cook County, State of Illinois as document number LR 3470337 conveying to HARRIS TRUST AND SAVINGS BANK certain real estate in Cook County, Illinois described as follows:

Lot 13 in Block 1 in George Talafous Subdivision of Block 39 in Circuit Court Partition of parts of Section 31, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax I. D. No. 16-31-317-008

Common Address: 3733 S. Maple Avenue, Berwyn, IL 60402

The amount remaining unpaid on the indebtedness is \$47,291.35.

The Note is hereby modified and amended as follows:

I. Paragraph 2 is changed to read:

2. INTEREST

Interest will be charged on that part of principal which has not been paid beginning on the date I receive principal and continuing until the full amount of principal has been paid.

Beginning on the date I receive principal, I will pay interest at a yearly rate of 8.500%. The interest rate that I will pay will change in accordance with Section 4 of this Note. The interest rate required by this Section and Section 4 of this Note is the rate I will pay both before or after any default described in Section 7(B) of this Note.

II. Paragraph 3(B) is changed to read:

3.(B) Amount of My Initial Monthly Payments

My initial monthly payments will be in the amount of U.S.\$366.16. This amount may change to reflect changes in the interest rate that I must pay. The Note Holder will determine my monthly payment in accordance with Section 4 of this Note.

If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable, in the same manner as if said modification had not been granted.

This agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several. Owner shall pay a late charge of 4% of any monthly installment not received by the Note holder within 15 days after the installment is due.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

HARRIS TRUST AND SAVINGS BANK

BY [Signature]
Vice President

[Signature]
Michael Obremski

ATTEST: [Signature]
Assistant Vice President

[Signature]
Gloria Obremski

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Mail to

This instrument prepared by Karen A. Leshko, Harris Trust and Savings Bank, 111 West Monroe Street Chicago, Illinois 60603.

UNOFFICIAL COPY

STATE OF ILLINOIS)

COUNTY OF COOK)

I SUSAN FAHEY A Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT MICHAEL & GLORIA OBRZEMSKI personally known to me to be the same person(s) whose name(s) 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 right of homestead. GIVEN under my hand and notarial seal this 1st day of Sept., 1986.

COMMISSION EXPIRES 2/14/88

Susan Fahey
Notary Public

STATE OF ILLINOIS)

COUNTY OF COOK)

I SUSAN FAHEY, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that E. W. Hardtke, Vice President of HARRIS TRUST AND SAVINGS BANK and Karen A. Leshko, Assistant Vice President of said Corporation, 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 Vice President 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 Corporation, for the uses and purposes therein set forth; and the said Assistant Vice President then and there acknowledged that, as custodian of the corporate seal of said Corporation, she did affix said corporate seal to said instrument as her own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of Sept., 1986.

COMMISSION EXPIRES 2/14/88

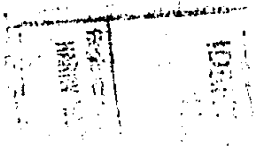
Susan Fahey
Notary Public

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7/19/87
TITLE INS.



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