



*Revised By:
Credicorp, Inc.
233 S. Wacker Drive Ste 9030
Chicago, IL 60606*



**MODIFICATION TO NOTE
AND MORTGAGE/ DEED OF TRUST**

Loan # 16587

This Agreement is made as of February 09 , 2000, between Willie Lee Robinson and ("Borrower") and Credicorp, Inc. ("Lender") parties to certain note in the original amount of amount of 183,336. AND 00/100 (\$183,336.00) bearing interest at the rate of 8.700 % per annum ("Note"), secured by a first mortgage/deed of trust of the same date, encumbering 819 Ridgeway CHICAGO IL 60651 ("Property").

1. **Whereas**, Borrower and Lender desire to modify the terms of the Note with respect to the monthly payment due date and maturity date of the Note.

2. **Now, therefore**, in consideration of the mutual promises, covenants, and agreements herein contained, the parties, intending to be legally bound, agree as follows:

A. The monthly payment due date is modified to provide that the first monthly payment should be due and payable on March 09 , 2000 with subsequent monthly payments due on the 9th of each month thereafter until the Note is paid in full.

3. **Borrower agrees** to the above changes and further agrees that:

The maturity date of the Note is hereby changed to 02/09/2030 , at which time any unpaid principal balance, plus accrued interest, escrow advances and any other charges shall all be due and payable. Borrower agrees to pay those amounts in full on 02/09/10 .

A. All the rights, remedies, terms, and conditions contained in the above-referenced Note and Mortgage/Deed of Trust relating to default in making the required payments shall also apply to default in the making of said modified payments hereunder.

B. All covenants, agreements, stipulations, and conditions contained in the above-referenced Note and Mortgage/ Deed of Trust shall be and remain in full force and effect, except as herein modified, and none of Borrower's obligations or liabilities under said Note and Mortgage/Deed of Trust shall be diminished or released by any provisions hereof, except as specifically provided herein.

C. This Agreement shall in no way impair, diminish, or affect any of the Lender's rights under or remedies related to the Note and Mortgage/Deed of Trust, whether such rights or remedies arise thereunder or by operation of law.

D. All rights to recourse to which Lender is presently entitled against any property or any other persons in any way obligated for or liable on the Note and Mortgage/Deed of Trust, are expressly reserved by Lender.

4. NEGOTIABILITY OF INSTRUMENTS

The Note, this Agreement and the corresponding Mortgage, evidencing the subject indebtedness are fully negotiable, and, at Lender's sole discretion, all beneficial interests therein may be transferred, assigned, sold, pledged or otherwise conveyed by Lender.

5. FURTHER DOCUMENTATION

Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement.

6. GENERAL

A. The word "Borrower" as used herein shall represent the plural as well as the singular, the feminine and masculine genders and shall include all heirs, successors or assigns.

B. This Agreement shall be governed by applicable laws; however, in the event that any provision hereof is determined to be unenforceable or conflicts with applicable law, such conflict shall not affect the other provisions contained herein.

C. Borrower represents and warrants that the undersigned owns and holds the Property described hereinabove and that no other person, entity or party has control rights therein. A breach of this warranty shall be an event of default hereunder and under the terms of the Note and the Mortgage.

D. Borrower represents and warrants that, other than the subject Mortgage and any senior mortgage lien, no other liens, trust deeds, mortgages or encumbrances of any nature have been secured by the Property.

This Agreement is expressly contingent upon Lender remaining in a first or second, as applicable, priority lien position. A breach of this condition shall be an event of default hereunder and under the terms of the Note and the Mortgage.

7. RIDERS TO THIS AGREEMENT: If a rider is executed by Borrower and recorded together with this Agreement, the provisions of such rider shall be incorporated into and shall amend and supplement this Agreement as a part thereof.

BY SIGNING BELOW, Borrower and Lender accept, acknowledge, and agree to the modifications, terms, conditions, and covenants contained herein.

Borrower (s):

Credicorp, Inc./its successors and/or assigns

By: Willie L Robinson
WILLIE LEE ROBINSON

By: David L. Chirbas Vice President Date _____ Date _____

By: Charlene Robinson
CHARLENE ROBINSON Date 1-24/00

UNOFFICIAL COPY

00147702

LOT 32 IN BLOCK 6 IN THOMAS J. DIVEN'S SUBDIVISION OF THE SOUTHEAST $\frac{1}{4}$ OF THE
SOUTHWEST $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-02-330-016

99-14983

Property of Cook County Clerk's Office