



AMENDMENT TO NOTE AND MORTGAGE

Doc#: 0325332153
Eugene "Gene" Moore Fee: \$48.50
Cook County Recorder of Deeds
Date: 09/10/2003 02:33 PM Pg: 1 of 2

This Amendment is made and entered into on the first day of May, 2003, by and between EUGENE YAGER ("Lender") and DAVID N. YAGER ("Borrower").

WITNESSETH:

WHEREAS, the Borrower, DAVID N. YAGER, entered into a certain Mortgage dated February 1, 1999, pursuant to which Lender agreed to lend the Borrower the principal sum of One Hundred Ten Thousand and No/100 Dollars (\$110,000.00) and which obligation was evidenced by a Note of even date with the Mortgage; and

WHEREAS, the Note is secured, inter alia, by a Mortgage dated of even date with the Note, made by the Borrower and filed on June 7, 2000, in the offices of the Cook County, Illinois Recorder of Deeds as document numbered 00415860 encumbering the real estate in the Village of Prospect Heights, Illinois, legally described as:

Lot 37 in Smith and Dawson's Fourth Addition to Country Club Acres, Prospect Heights, being a subdivision of the Northeast 1/4 of the Southeast 1/4 and the Northwest 1/4 (except the West 10 Acres thereof) of the Southeast 1/4 of Section 22, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded as Document 628198, in Cook County, Illinois.

Property Identification Number: 03-22-417-007

WHEREAS, the parties have agreed to modify the terms of the Note and Mortgage, by amending the interest rate to be charged and the monthly amount to be paid from the date borrowed as set forth herein.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants and obligations hereinafter set forth, the parties agree as follows:

- i. The recitals are hereby made a part of this Amendment.
- ii. As of the date hereof, the principal amount due under the Note shall be One Hundred Four Thousand Two Hundred Fifty-Three and 39/100 Dollars (\$104,253.39).
- iii. As of the date hereof, the interest rate under the Note shall be Five and one-half percent (5-1/2%) per annum.
- iv. As of the date hereof, the date for the final payment due under the Note shall be February 1, 2023; and

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v. As of the date hereof, the monthly payment of interest and principal shall be Seven Hundred Ten and No/100 Dollars (\$710.00).

All other provisions of the Note and Mortgage shall remain in full force and effect in accordance with the respective terms, except as herein expressly modified.

IN WITNESS WHEREOF, this Amendment has been entered into as of the date and year first above written.

LENDER

BORROWER

Eugene Yager

 EUGENE YAGER

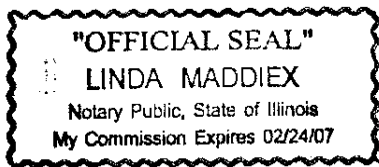
David N. Yager

 DAVID N. YAGER

State of Illinois)
) ss
 County of Cook)

I, the undersigned, a notary public in and for said county, in the state aforesaid, DO HEREBY CERTIFY that EUGENE YAGER and DAVID N. YAGER are personally known to me to be the same persons whose names 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.

Given under my hand and seal this 8th day of September, 2003.



Linda Maddie X

 Notary Public

This instrument prepared by:

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