

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY/ RETURN TO:

DENISE WICK  
FIRST BANK AND TRUST COMPANY  
300 E. Northwest Highway  
Palatine, IL 60067



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9868/0173 04 001 Page 1 of 3  
1999-12-28 14:12:14  
Cook County Recorder 47.00

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SECURED DEMAND NOTE  
MODIFICATION AGREEMENT

THIS AGREEMENT, dated this 10TH day of DECEMBER, 1999, by and between KEVIN BULMAN, an individual and MARIA BULMAN, his wife, (both Kevin and Maria Bulman are referred to herein as "BORROWER" whether singular or plural), and FIRST BANK AND TRUST COMPANY OF ILLINOIS, (hereinafter referred to as the "BANK").

WITNESSETH:

WHEREAS, BORROWER executed and delivered to the BANK, a Promissory Note (hereinafter referred to as "NOTE") dated DECEMBER 24, 1998 in the amount of \$30,000.00 with a maturity date of DECEMBER 24, 1999.

WHEREAS, BORROWER executed and delivered to the BANK a FIRST MORTGAGE (hereinafter referred to as "MORTGAGE") dated DECEMBER 24, 1998 securing the NOTE and conveying and mortgaging real estate located in COOK County, State of ILLINOIS, legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

COMMONLY KNOWN AS: 619 BREAKERS POINT, SCHAUMBURG, ILLINOIS 60159  
P.I.N. 07-23-103-010-1009

said MORTGAGE being recorded in the Recorder's/Registrar's Office of COOK County, Illinois, on DECEMBER 30, 1998 as Document Number 08184902.

WHEREAS, the MORTGAGE represents a FIRST MORTGAGE upon the real estate located at 619 BREAKERS POINT, SCHAUMBURG, ILLINOIS 60159.

WHEREAS, the BANK represents that it is the owner and holder of the NOTE.

WHEREAS, the parties hereto wish to extend the maturity date of the NOTE and increase the floor of the NOTE.

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable considerations in hand paid, the mutual benefits of the parties hereto, the receipt of which is hereby mutually acknowledged, the parties hereto agree as follows:

1. That the foregoing recitals are hereby incorporated into and made a part of this SECURED DEMAND NOTE MODIFICATION AGREEMENT.

2. That the maturity date described in said NOTE be changed from "On demand, but if no demand is made then on DECEMBER 24, 1999" to "On demand, but if no demand is made then on DECEMBER 26, 2000."

3. That the floor described in said NOTE be changed from "During the terms of this loan, the applicable annual interest rate will not be less than 8.75%" to "During the terms of this loan, the applicable annual interest rate will not be less than 9.50%."

4. BORROWER agrees to pay BANK a \$450.00 loan fee and any other fees due to BANK incurred in connection with this Second Modification Agreement and authorizes Bank to increase the principal balance of the Note by said amount in payment of said fees.

5. BORROWER agrees to provide Bank its currently dated financial statement on each anniversary date of this Note as well as upon request by Bank. Each financial statement provided by BORROWER shall be signed and currently dated by BORROWER and certified by BORROWER to Bank to be a true and correct financial statement. BORROWER further acknowledges that its failure to timely deliver its financial statement shall constitute a default pursuant to the terms of the Note and other loan documents which shall cause interest to accrue at the default rate from the due date of the financial statement through

**BOX 333**

*W-00*

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the date said financial statement is delivered to and received by Bank. BORROWER authorizes Bank to order any credit reports and other information that Bank deems necessary to perform its periodic credit reviews. BORROWER agrees to pay Bank an annual fee of \$250, plus costs, including the cost of credit reports and other information, for and in connection with its periodic credit reviews and further authorizes Bank to add said fee and costs to its loan.

6. Whenever the context of this MODIFICATION AGREEMENT or any of the other loan documents including, but not limited to, the NOTE AND MORTGAGE so requires, the singular number shall include the plural number and vice versa, and any gender shall be deemed to include the feminine, masculine or neutral gender.

7. In the event any Liabilities are not paid to BANK when due, all Liabilities outstanding will accrue interest, from such due date until such overdue amount is paid, at the rate of twenty-four (24%) annum, calculated on the basis of a 360-day year and actual days elapsed. All payments hereunder shall be made to BANK at its place of business, 300 E. Northwest Highway, Palatine, Illinois. Any payments received will be applied first to any costs and expenses due hereunder, second to any interest then due, third to any principal then due, fourth to any interest accrued but not then due and the remainder to any principal outstanding.

8. That the BANK agrees on behalf of itself and of any subsequent holder to mark the NOTE so as to reflect the terms of this Agreement before transferring or negotiating the same.

9. That both parties hereto further mutually agree that all of the terms, provisions, stipulations, powers, and covenants in the said NOTE AND MORTGAGE and all other loan documents shall stand and remain unchanged and in full force and effect and shall be binding upon them except as changed or modified in express terms by this Agreement.

10. That this Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.

11. That the BORROWER hereby agrees that the lien of the said MORTGAGE shall secure the NOTE as hereby amended to the same extent as if the NOTE as amended were set forth and described in said MORTGAGE as well as all other loan documents.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and first above written.

FIRST BANK AND TRUST COMPANY  
OF ILLINOIS

BORROWER:

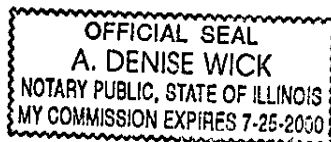
By: [Signature]  
MICHAEL C. WINTER, PRESIDENT/CEO

By: [Signature]  
KEVIN BULMAN

By: [Signature]  
MARIA BULMAN

STATE OF ILLINOIS  
COUNTY OF COOK

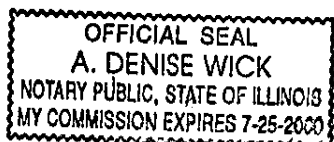
I, A. Denise Wick a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT KEVIN AND MARIA BULMAN personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  
Given under my hand and Notarial Seal this 10<sup>th</sup> day of December, 1999.



[Signature]  
NOTARY PUBLIC

STATE OF ILLINOIS  
COUNTY OF COOK

I, A. Denise Wick a Notary Public, in and for said County, does hereby certify that MICHAEL C. WINTER, PRESIDENT/CEO of First Bank and Trust Company of Illinois of said Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such PRESIDENT/CEO, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act of said Bank, for the uses and purposes therein set forth.  
Given under my hand and notarial seal this 10 day of December, 1999.



[Signature]  
NOTARY PUBLIC

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## EXHIBIT "A"

09200561

### LEGAL DESCRIPTION:

#### ITEM 1:

UNIT 32C AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 1ST DAY OF JULY 1974, AS DOCUMENT NUMBER 2760814.

#### ITEM 2:

AN UNDIVIDED 1.514% INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES: LOT SEVEN (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: -BEGINNING AT THE NORTHEAST CORNER OF LOT 7 AFORESAID; THENCE SOUTH 86 DEGREES 49 MINUTES 38 SECONDS WEST ALONG THE NORTH LINE OF LOT 7 AFORESAID 813.91 FEET TO A POINT 480.00 FEET NORTH 86 DEGREES 49 MINUTES 38 SECONDS EAST FROM THE NORTHWEST CORNER THEREOF, THENCE SOUTH 03 DEGREES 10 MINUTES 22 SECONDS EAST AT RIGHT ANGLES THERETO 120.00 FEET; THENCE NORTH 86 DEGREES 49 MINUTES 38 SECONDS EAST 35.00 FEET; THENCE SOUTH 25 DEGREES 00 MINUTES 00 SECONDS EAST 115.64 FEET TO A POINT IN THE SOUTHERLY LINE OF LOT 7 AFORESAID; THENCE EASTERLY ALONG SAID SOUTHERLY LINE BEING AN ARC OF A CIRCLE CONVEX NORTHERLY AND HAVING A RADIUS OF 365.0 FEET FOR A DISTANCE OF 248.81 FEET TO A POINT OF TANGENCY; THENCE SOUTH 79 DEGREES 00 MINUTES EAST ALONG SAID SOUTHERLY LINE 33.24 FEET TO A POINT OF A CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 665.00 FEET FOR A DISTANCE OF 162.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH 64 DEGREES 58 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY LINE OF LOT 7 FOR A DISTANCE OF 40.62 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 174.66 FEET FOR A DISTANCE OF 39.48 FEET TO A CORNER OF LOT 7 AFORESAID; THENCE NORTH 83 DEGREES 11 MINUTES 34 SECONDS EAST ALONG ANOTHER SOUTH LINE OF LOT 7 AFORESAID 221.36 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 41 MINUTES 18 SECONDS EAST ALONG THE EAST LINE OF LOT 7 AFORESAID 299.68 FEET TO THE PLACE OF THE BEGINNING) IN DUNBAR LAKES, BEING A SUBDIVISION IN THE NORTH ½ OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 16, 1973 AS DOCUMENT 2711125 IN COOK COUNTY, ILLINOIS.

PIN #: 07-23-103-010-1009

COMMONLY KNOWN AS: 619 BREAKERS POINT, SCHAUMBURG, ILLINOIS