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Amendment to Mortgage
Dated October 23, 1985 between
Esther L. Jerger and Elias R. Yarrito ("Borrowers")
and Barclays Bank of New York, N.A. ("Lender")

This Amendment to Mortgage is made this 14th day of August, 1986, by Esther L. Jerger and Elias R. Yarrito ("Borrowers"), and Barclays Bank of New York, N.A. (the "Lender").

RECITALS

- A. Borrowers executed that certain Mortgage dated October 23, 1985 (the "Mortgage') of the property which is legally described on Exhibit A attached hereto, securing an installment note made payable to Lender in the principal amount of \$74,925.00 (the "Note").
- B. For valuable consideration, the parties hereto desire to amend the Mortgage on the terms and conditions set forth herein.

AGREEMENT

Now, therefore, the parties hereto agree to amend the Mortgage as follows:

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1. Paragraph one (1) of the Rider to the Mortgage relating to the transfer of the property is amended hereby to read in its entirety as follows:

"1. Transfer of the Property; Assumption

- a. If (i) all or any part of the Property or an interest therein is sold or transferred by Borrowers without Lender's prior written consent; (ii) the Property ever ceases to be occupied by the Borrowers as their main residence; (iii) Borrowers encomber the Property with additional liens or encumbrances, whether or not secondary to this Mortgage, or (iv) Borrowers' employment with Barclays Bank PLC terminates by a dismissal for cause or under circumstances which would justify such dismissal for cause, Lender may, at Lender's option, declare all the sums secured by the Mortgage to be immediately due and payable.
- In the event that Borrowers' employment with Barclays Bank PLC terminates for any reason other than dismissal for cause or under circumstances which would justify such dismissal for cause, Lender may, at Lender's option, and upon written notice to Borrowers, accelerate the entire unpaid plincipal balance due under the Note (such right shall be referred to hereafter as "Lender's Call Option"), provided, however, that Borrowers shall have the right to refinance as provided in paragraph 1(5) below. Said notice shall be sent by registered main, return receipt requested, to the Borrowers at the Borrowers' last known addresses, and shall be deemed given when deposited in the United States mail, postage prepaid. Such notice shall state (i) the date on which payment in full is due (the "Due Date"), which date must be at least four (4) months after the date the notice 16) mailed and (ii) the rate of interest charged, as of

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the date notice is given, by Barclays Bank of New York, N.A. for fixed rate 25-year residential mortgage loans (the "New Interest Rate"). The entire unpaid principal balance of the Note, together with any and all accrued but unpaid interest and any other sums owing under the terms of the Mortgage shall be due and payable on or before the Due Date. If Borrowers fail to pay such sums when due, Lender may invoke any and all remedies permitted under the Note or Mortgage.

- c. In the event Lender exercises Lender's Call Option, Lender agrees to loan funds to Borrowers in an amount equal to the unpaid principal balance as of the Due Date on the following terms:
- (i) the interest rate shall be the New Interest Rate:
- payments of principal and interest amortized over a period equal to 25 years minus the number of years between October 23, 1985 and the Due Date, with a final payment of all principal and interest due on November 1, 2010;
- (iii) Borrowers shall execute and deliver to Lender a new Note and Mortgage in form satisfactory to Lender, and shall provide Lender with an ALTA loan policy as of the date the new Mortgage is recorded, which policy shall insure the validity and first position of Lender's new Mortgage lien.
- (iv) Under no circumstances shall Lender be obligated to refinance any accrued out unpaid interest or other funds due under either the No'e or Mortgage. Lender's obligation to refinance is limited solely to the unpaid principal balance as of the Dua Pate.
- (v) Lender shall not be obligated to religance if Borrowers are in default as of the date the call Option is exercised, as of the Due Date, or as of any date in between.
- (vi) If Borrowers fail to exercise the right to refinance and fail to execute a new Note and Mortgage prior to the Due Date, Lender may, at Lender's Option, declare all sums secured by the Mortgage to be immediately due and payable."

Except as amended herein, the Mortgage shall otherwise remain in full force and effect.

In witness whereof, the parties hereto have executed this amendment on the date first written above.

LENDER:

BARCLAYS BANK OF NEW YORK, N.A.

BORROWERS:

Attest:

PRESIDENT AND SICRATARY
This instrument was prepared by and mail to Wayne F. Osoba, Hopkins & Sutter, Three First National Plaza, Chicago, My Clarks Illinois 60602.

State of Illinois)) 55. County of Cook

Hnquiano, a Notary Public in and for said county and state, do hereby certify that Esther LO Jerger and Elias R. Yarrito, 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

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acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

of August,	hand and 1986.	official	seal	this <u>144</u>	day
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STATE OF NEW YORK,		Notary E	ublic	Jana,	1989
COUNTY OF WESTER	ss.				
I, JOHN T.	JOLLY	, a N	otary	Public in	and

I, JOHN T. JOLLY, a Notary Public in and for said county and state, do hereby certify that MARY M. ALFAHO and EDWARD C. FLANAGANOF Barclays Bank of New York, N.A., who are personally known to be the same persons whose names are subscribed to the foregoing instrument as such VICE FRESIDENT and V.P. + 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 Barclays Bank of New York, N.A., for the ueses and purposes set forth therein.

Given under my hand and official seal this 17th day of SEPTEMBER, 1986.

Notary Public

Notary Public, State of New York
No. 4752-3

Qualified in Dutchase County Term Expires March 32, 1980 UNOFFICIAL COPY 6 1 0

Exhibit A

DEPT-01 RECORDING

\$15.25

T4k3333 TRAN 2944 10/10/84 15:08:00 #6197 # A ★二番6-471616 COOK COUNTY RECORDER

Faai Lot 17 (Except the East 5 Feet Thereof) and the East 10 Feet of Lot 18 in Dillman Place a Subdivision of the North 1/2 (Except the South 10 Acres Thereof) of the South West 1/4 of Section 20, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois 2 2 20 319-006

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