

MHC To:
BOX 79

PIN: 11-07-113-028 K
1141 Noyes
Evanston, Illinois

RENEWAL MODIFICATION AGREEMENT

86526045

THIS AGREEMENT, made this FIRST day of OCTOBER, 1986.

WHEREAS STATE NATIONAL BANK, a National Banking Association, a corporation organized under the laws of the United States of America, whose address is 1603 Orrington Ave., Evanston, Illinois 60204, (herein "Lender"), has loaned EIGHTY FOUR THOUSAND AND 00/100 (\$84,000.00) to FIRST ILLINOIS BANK OF EVANSTON, N.A. Formerly FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 28, 1983 AND KNOWN AS TRUST NUMBER R2879, AND NOT PERSONALLY (herein "Borrower"), evidenced by Loan No. 15581 and the Note and Mortgage or other security instrument executed and delivered under date of SEPTEMBER 29, 1983, which Mortgage was recorded on OCTOBER 5, 1983, as Document No. 26807619 in the Office of the Recorder of Deeds of Cook County of the jurisdiction wherein the property securing the loan is located, such property being more particularly described as:

That part of the South West ¼ of the South West ¼ of Section 7, Township 41 North, Range 14 East of the Third Principal Meridian, as described as follows:
Beginning at a point on the North Line of Noyes Street 400 feet East of the Intersection of the said North Line of Noyes Street with the East Line of Asbury Avenue, as measured along said North Line of Noyes Street; thence running North at the right angle with the said Lines of Noyes Street 149 feet; thence running East parallel with the said North Line of Noyes Street 45 feet; thence running South at right angles with the said North Line of Noyes Street 149 feet thence running West along the said North Line of Noyes Street 149 feet thence running West along the said North Line of Noyes Street 45 feet to the place of beginning, in Cook County, Illinois.

Commonly known as: 1141 Noyes St. Evanston, Illinois 60201

WHEREAS, pursuant to the provisions of the Note, or, the Note having matured and the entire principal balance of the loan having become due and payable, the Borrower desires to renew the Note, such renewed Note and the Mortgage securing the same shall contain all of the terms, conditions, and provisions of the original Note except as herein amended.

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

THE STATE OF ILLINOIS
COUNTY OF COOK

BEFORE ME, the undersigned authority, on this _____ day of _____, 19____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 19____.

Notary Public in and for the State of Illinois

NOW, THEREFORE, for and in consideration of Ten and no/100 (\$10.00) Dollars and execution of the renewal Note, the Borrower and the Lender agree as follows:

1. The unpaid balance of the indebtedness as of the date hereof is EIGHTY TWO THOUSAND TWO HUNDRED ELEVEN AND 93/100 DOLLARS (\$82,211.93).

2. The interest rate set forth in the Note is hereby changed and shall hereafter, until further modified, be EIGHT & SEVENTY-FIVE HUNDRETHS per cent (8.75%) per annum.

3. The amount of the monthly installments of principal and interest set forth in the Note is hereby changed and shall hereafter, until further modified, be SEVEN HUNDRED TWO DOLLARS 69/100 (\$702.69) per month, beginning on the FIRST day of DECEMBER 1986. Such monthly installments shall continue until the entire indebtedness evidenced by the renewal Note is fully paid, except that any remaining indebtedness, if not sooner paid shall be due and payable on NOVEMBER 1, 1989.

Only the interest rate of the Note, payment time period and the monthly installment of principal and interest have been changed by this Modification Agreement.

This Modification Agreement is supplementary to said Mortgage. All the provisions thereof and of the Note or Notes, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Notes, shall remain in full force and effect except as herein expressly modified. The Borrowers agree to perform all the covenants of the Borrower or Borrowers in said Mortgage. The provisions of this Agreement shall inure to the benefit of any holder of said Note or Notes and shall bind the heirs, personal representatives and assigns of the Borrower or Borrowers. The Borrower or Borrowers hereby waive and release all rights and benefits under and by virtue of the Homestead Exemption laws of the State of Illinois with respect to said real estate.

UNOFFICIAL COPY

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties, indemnities and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties, indemnities and agreements of said Trustee are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First Illinois Bank of Evanston, N.A. or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenants, undertakings, warranties, indemnities or agreements of the said Trustee in this instrument contained, either expressly or implied, all such personal liability, if any, being expressly waived and released.

57-0925-98-526045

PROCESSED BY Cook County Clerk's Office

DEPT-01
140002 TRAN 0024 11/07/88 12:58:00
#0494 5 2 #56-526045
COOK COUNTY RECORDER

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