

This instrument was prepared by

One South Dearborn Street  
Chicago, Illinois 60603

CITICORP SAVINGS

FIRST AMENDMENT TO  
NOTE AND MORTGAGE

This First Amendment, made and entered into as of this 4th day of December, 1986 by and between Floyd D. Keller ("Borrower") and CITICORP SAVINGS OF ILLINOIS, A FEDERAL SAVINGS AND LOAN ASSOCIATION ("Citicorp Savings")

WITNESSETH:

Whereas, Citicorp Savings is the holder or servicer of a note executed by Borrower dated April 23, 1973 ("Note") secured by a mortgage recorded or registered with the Cook County Recorder of Deeds as Document Number 22307993 ("Mortgage") relating to the property commonly known as 731 Tomlin Drive, Burr Ridge, Illinois 60521 and

Whereas, Borrower proposes to convey the property which is the subject of the Mortgage to an inter vivos trust with Floyd Donald Keller as Trustee under a Trust Agreement dated August 14, 1986 in which the Borrower shall be the sole beneficiary(ies); and

Whereas, such conveyance by Borrower to an inter vivos trust is in violation of the terms of the Note and the Mortgage; and

Whereas, Citicorp Savings, without waiving or amending any term or provision of the Note or Mortgage, is willing to consent to such conveyance to an inter vivos trust but only on the following terms and conditions:

Now Therefore, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Borrower is hereby given consent to convey the property which is the subject of the Mortgage to an inter vivos trust with a corporate trustee reasonably acceptable to Citicorp Savings, provided further that Citicorp Savings receives simultaneously with the establishment of such trust as additional security for the indebtedness evidenced by the Note, a Collateral Assignment of the Beneficial Interest of such trust in the form provided by Citicorp Savings which shall have been duly accepted by the trust trustee. Any act of default under either the terms of the Note or Mortgage shall be an act of default under the terms of this First Amendment to Note and Mortgage. This First Amendment to Note and Mortgage shall be a Security Agreement under the terms of the Uniform Commercial Code.
  2. The Note and Mortgage are hereby amended so that in addition to each and every other term of the Note or Mortgage there shall be added the following:  
"It shall be an act of default by the Borrower under the terms of the Note and Mortgage, allowing Citicorp Savings to accelerate any and all amounts due thereunder and to foreclose its Mortgage, if all or any part of the beneficial interest of the Borrower in the trust which holds title to the property which is the subject of the Mortgage is contracted to be assigned, conveyed, or sold or is assigned, conveyed, sold, or in any other manner transferred from the Borrower to any other individual, corporation, partnership person, or entity."
  3. In all other respects, the terms of the Note and Mortgage shall remain unamended and in full force and effect.
  4. The Association be notified prior to the change of residence of the current borrower.
- In Witness Whereof, the parties have hereunto set their hands and seals as of the date and year first above written.

86611227

Borrower:

Floyd D. Keller  
Floyd D. Keller

Lender:

Citicorp Savings of Illinois  
A Federal Savings and Loan Association

By: [Signature]  
Attest: Maisha A. Korbec

