This instrument was prepared by Original Company Christians Christ

FIRST AMENDMENT TO NOTE AND MORTGAGE

This First Amendment, made and entered into as of this 4th	day of December , 19 86 by and between
	("Borrower") and CITICORP SAVINGS OF
ILLINOIS, A FEDERAL SAVINGS AND LOAN ASSOCIATIO	N ("Citicorp Savings")

WITNESSETH:

Whereas, Citicorp Savings is the holder or servicer	of a note executed by Borrower dated April 23, 1973-Note")
	the <u>Cook</u> County Recorder of Deeds as Document
Number 22307993	("Mortgage") relating to the property commonly known
as 731 Tomlin Drive, Burr Ridge, Illir	

Whereas, Borrowe, proposes to convey the property which is the subject of the Mortgage to an invalidation trust with Floyd population Relief as Trustee under a Trust Agreement dated August 14, 1986 and accordance control in which the Borrower shall be Analysis beneficiary (ies); and

Whereas, such conveyance by porrower to an impossional frust is in violation of the terms of the Note and the Mortgage; and

Whereas, Citicorp Savings, without working or amending any term or provision of the Note or Mortgage, is willing to consent to such conveyance to an attendant full 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 leveby 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 Prince. Intervived Smill trust with a corporate trustee reasonably acceptable to Citicorp Savings, provided further that Citicorp Savings receives simultaneously with the establishment of such zond trust, as additional security for the indebiness evidenced by the Note, a Collateral Assignment of the Peneficial Interest of such zond trust in the form provided by Citicorp Savings which shall have been duly accepted by the large 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 shall be a Security Agreement under the term 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 Mortgage 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.

Borrower:

Lender:

Citicorp Savings of Illinois

A Federal Savines and Loan Association

Floyd D. Keller

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UNOFFICIAL COPY

STATE OF ILLINOIS			
COUNTY OF COOK			ı
I, the undersigned, a Notary Public Floyd D. Keller	in or for said County, in the State	aforesaid, do hereby certify that	
before me this day in person, and a free and voluntary act, for the uses homestead.	acknowledged that they signed, sea and purposes therein set forth, in	scribed to the foregoing instrument, a led and delivered the said instrument cluding the release and waiver of the i	as their 🧲
Given under my hand and official s	seal, this Him day of Dece	ubes . 19 86.	
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	<u>l</u>	Wes Kyela Motory Public	E:
Commission expires:			•
april 17, 1990	00/		
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STATE OF ILLINOIS SS.	BEG-ED (2) of C C T	R P OCENTRAL MATTER	الم الم
COUNTY OF COOK	777		
I, the undersigned, a Notary Public. Elmer Cwik, Jr.	, in and for the County and State a	foresaid, do hereby certify, thatknown to me to be the	President.
of Citicorp Savings of Illinois, a Fed Marsha A. Kovecsi person ration, and personally known to me ment appeared before me this day in Secretary, they signed and delivered corporation, and caused the corporaty the Board of Directors of said corporation, for the us	deral Savings and Loan Association nally known to me to be the Association to be the Association to be the Association to be the same persons whose nain person and severally acknowledged the said instrument as Vice at e seal of said corporation to be a proporation as their free and voluntues and purposes therein set forth.	sistant Secretary of said mes are substituted to the foregoing in ged that as such Secretary President and Assit Secretary of fixed thereto, pursuant to authority ary act, and as the free and voluntary	d corpo- nstru- ident and of said
Given under my hand and official s	eal, this	19 86	· · · · · · · · · · · · · · · · · · ·
Commission expires:	198	Negary Public	
FORM 3147 S — Reveisa side	will carr	#13-	D P