

This Fixed Rate Note and Trust Deed First Modification Agreement (the "Agreement") is made as of the 10th day of February 19 86 by and among

JOHN F. KARNER AND MARILYN R. KARNER, HIS WIFE ("Borrower")
CHICAGO TITLE AND TRUST COMPANY ("Trustee") and

UnibancTrust Company, an Illinois banking association ("Unibanc");

WITNESSETH:

WHEREAS, Unibanc has loaned THIRTY THOUSAND AND NO/100 (\$ 30,000.00) to Borrower (the "Loan") and

WHEREAS, the loan is evidenced by a Note dated November 10 19 77, made by Borrower in the principal amount of THIRTY THOUSAND AND NO/100 (\$ 30,000.00) (the "Note"); and

WHEREAS, the Note is secured by a Trust Deed dated November 10 19 77 made by Borrower to the Trustee and recorded November 18 19 77 in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 24200995 (the "Trust Deed"), which Trust Deed encumbers the property described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Borrower has requested and Unibanc has agreed to modify the terms and conditions of the Note and Trust Deed in accordance with the terms and conditions herein contained;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Borrower and Trustee and Unibanc agree as follows:

1. The date "December 1, 1987" (the "Original Maturity Date"), whenever it appears in the Note and Trust Deed is hereby deleted and "February 1, 1996" (the "New Maturity Date") is substituted therefor, thereby extending the maturity date of the Note to the New Maturity Date.

2. Notwithstanding any provisions of the Note which may be or appear to be to the contrary, from and after the date of this Agreement until the full amount of the principal indebtedness evidenced by the Note becomes due, whether by acceleration or otherwise, the Note shall bear interest at an annual rate of TEN AND 50/100 percent (10.50 %); provided, however, that any payment of principal or interest which is not paid when due, whether by acceleration or otherwise, shall bear interest at an annual rate of EIGHTEEN AND 00/100 percent (18.00 %).

3. Notwithstanding any provisions of the Note which may be or appear to be to the contrary, from and after the date of this Agreement and continuing until the full amount of the principal indebtedness evidenced by the Note becomes due, whether by acceleration or otherwise, the monthly payment of principal and interest to be paid by Borrower under the Note shall be THREE HUNDRED FIFTY ONE AND 21/100 (\$ 351.21) with the first such payment being due March 1, 1986.

4. The Borrower hereby acknowledges that, as of the date of this Agreement, the outstanding principal balance owed under the Note is TWENTY SIX THOUSAND TWENTY EIGHT AND 24/100 (\$ 26,028.24) and the outstanding interest owed under the Note which is due as of the date of this Agreement is 00/00 (\$ 00.00).

LATE CHARGE FOR OVERDUE PAYMENTS: If the Note Holder has not received the full amount of any monthly payment by the end of fifteen (15) calendar days after the date it is due, I will pay a later charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest.

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5. As used in the Note and Trust Deed, the terms "Note" and "Trust Deed" shall mean and include each of said instruments, respectively, as supplemented and modified by this Agreement.

6. As supplemented and modified hereby, each of the Note and Trust Deed is hereby ratified, adopted and confirmed.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

UNIBANCTRUST COMPANY,

By: Robert L. Clark
Its: Asst. Vice President

ATTEST:

Robert L. Clark
Its: Vice President

CHICAGO TITLE AND TRUST COMPANY, Trustee

By: Katherine H. ...
Its: ASST. VICE PRESIDENT

ATTEST:

Katherine H. ...
Its: Assistant Secretary

BORROWERS

John F. Karner
John F. Karner
Marilyn R. Karner
Marilyn R. Karner

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STATE OF ILLINOIS

COUNTY OF Lake

SS

I, Ken B. Ammond, a Notary Public

in and for said County and State, do hereby certify that the above named

Robert L. Clark and Robert L. Cleveland

of UnibancTrust Company, personally known to me to be the same persons whose

names are subscribed to the foregoing instrument as such Asst. Vice

President and Vice President

respectively, appeared before me this day in person and acknowledged that they

signed and delivered said instrument as their own free and voluntary act and

as the free and voluntary act of said Company for the uses and purposes

therein set forth.

Given under my hand and official seal, this 11th day of September, 1986.

Ken B. Ammond
Notary Public

My Commission expires: Oct. 17, 1986

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STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, Estillean M. Helms, a Notary Public in and for said County and State, do hereby certify that the above named LAVERNE HOWARD ASST. VICE PRESIDENT

and DIANE HELMS of said UNIBANC TITLE AND TRUST COMPANY personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. VICE PRESIDENT and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said LAVERNE HOWARD, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal this 12 day of Feb, 19 86.

Estillean M. Helms
Notary Public
My Commission expires: 12-15-88

STATE OF ILLINOIS }
COUNTY OF Lake } SS

I, Kim B. Armando, a Notary Public in and for said County and State, do hereby certify that John F. Karmel and Marileen K. Karmel

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of February, 19 86.

Kim B. Armando
Notary Public
My Commission expires: My Commission Expires Oct. 17, 1988

THIS DOCUMENT WAS PREPARED BY:
Kim Armando Real Estate
Unibanc Trust Co
Sears Tower - 233 S. Wacker
Chicago, IL 60606
Return to Box No. 124 or addressee

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FIXED RATE NOTE AND TRUST DEED
FIRST MODIFICATION AGREEMENT

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EXHIBIT A

Legal Description

PARCEL 1:

UNIT NO. 7952 AS DELINEATED ON SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN BURNSIDE'S OAK HILLS COUNTRY CLUB VILLAGE SUBDIVISION UNIT 'I' BEING A SUBDIVISION OF PART OF THE NORTH 985 FEET OF THE SOUTH WEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1976 AS DOCUMENT 23684697, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY BURNSIDE CONSTRUCTION COMPANY, AN ILLINOIS CORPORATION, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN COOK COUNTY, ILLINOIS AS DOCUMENT 23771002; TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD IN THE PERCENTAGE SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY IN COOK COUNTY, ILLINOIS

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PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS MADE BY BURNSIDE CONSTRUCTION COMPANY, A CORPORATION OF ILLINOIS DATED OCTOBER 1, 1976 AND RECORDED OCTOBER 25, 1976 AS DOCUMENT 23684698 AND CREATED BY DEED FROM BURNSIDE CONSTRUCTION COMPANY TO JOHN E. KARNER DATED NOVEMBER 10, 1977 AND RECORDED JANUARY 17, 1978 AS DOCUMENT 24286109 FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS

Commonly known as: 7952 Golf Drive
Palos Heights, IL 60463

23-36-303-071-1035

Office

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LEASE AND RENT AGREEMENT
PROPERTY

PROPERTY

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Property of Cook County Clerk's Office

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