

MODIFICATION AGREEMENT

THIS INDENTURE, made this 1st day of March, 1986, by and between HARRIS TRUST AND SAVINGS BANK, the owner of the mortgage or trust deed hereinafter described, and Christine M. Johnson, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

1. The parties hereby agree to modify the payment of the indebtedness evidenced by the principal promissory note dated September 25, 1980 secured by a mortgage or trust deed in the nature of a mortgage recorded November 19, 1980 in the office of the Recorder of Cook County, State of Illinois as document number 25672128 conveying to HARRIS TRUST AND SAVINGS BANK certain real estate in Cook County, Illinois described as follows:

LEGAL DESCRIPTION ATTACHED:

2. The amount remaining unpaid on the indebtedness is \$40,357.95

3. Said remaining indebtedness of \$40,357.95 shall be paid in consecutive monthly installments of Four Hundred Thirty Three and 69/100 Dollars (\$433.69) beginning April 1, 1986 and on the first day of each and every month thereafter until said note is fully paid, except that the final payment, if not sooner paid shall be due on the 1st day of March, 2001, and the Owner in consideration of such modification promises and agrees to pay the principal sum secured by said mortgage or trust deed as and when therein provided, as hereby modified and to pay interest thereon until maturity of said principal sum as hereby modified at the rate of 10.000 per cent per annum and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at HARRIS TRUST AND SAVINGS BANK.

4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable, in the same manner as if said modification had not been granted.

5. This agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several. Owner shall pay a late charge of 4% of any monthly installment not received by the Note holder within 15 days after the installment is due.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

HARRIS TRUST AND SAVINGS BANK  
By James C. Shauer  
Vice President

Christine M. Johnson  
Christine M. Johnson

ATTEST: Lawrence S. ...  
Consumer Banking Officer

PROPERLY FILED IN COOK COUNTY

RECORDED

86-135061

STATE OF ILLINOIS)

COUNTY OF Will)

I Michael J. Gorman A Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Christine M. Johnson personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this 25th day of March, 1986

My Commission Expires May 17, 1988

Michael J. Gorman  
Notary Public

STATE OF ILLINOIS)

COUNTY OF COOK)

I Susan J. Kelly, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that James C. Thomson Vice President of HARRIS TRUST AND SAVINGS BANK and Karen A. Lesh Consumer Banking Officer of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Consumer Banking Officer 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 said Corporation, for the uses and purposes therein set forth; and the said Consumer Banking Officer then and there acknowledged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

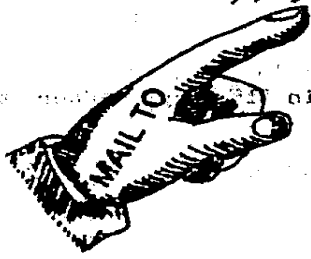
GIVEN under my hand and notarial seal this 4 day of March, 1986

COMMISSION EXPIRES 2/14/88

Susan J. Kelly  
Notary Public

1905CT-98-100691

RETURN TO  
HARRIS TRUST & SAVINGS BANK  
111 W MONROE STREET  
CHGO IL 60690  
ATTENTION G. DEWINDT



98-100691

# UNOFFICIAL COPY

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503  
UNIT ~~208~~ IN 2909 SHERIDAN ROAD CONDOMINIUM HOMES, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 3 AND 4 OF THE ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY CITY OF THE EAST FRACTIONAL HALF OF FRACTIONAL SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES BETWEEN SHERIDAN ROAD ON THE WEST, OAKDALE AVENUE ON THE NORTH, COMMONWEALTH AVENUE ON THE EAST AND SURF STREET ON THE SOUTH DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF THE ABOVE TRACT AND RUNNING EAST ALONG THE SOUTH LINE OF THAT TRACT 200 FEET; AND THENCE NORTH 185 FEET ON A LINE PARALLEL WITH THE WEST LINE OF SAID TRACT; THENCE WEST 200 FEET ON LINE PARALLEL WITH THE SOUTH LINE OF SAID TRACT AND THENCE SOUTH 185 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT NO. 25339659 TOGETHER WITH AN UNDIVIDED 0.399 PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

GRANTOR ALSO HEREBY GRANTS TO GRANTEE, THEIR SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE-DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT AFORESAID, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN AND THE RIGHT TO GRANT SAID RIGHTS AND EASEMENTS IN CONVEYANCES AND MORTGAGES OF SAID REMAINING PROPERTY.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PERMANENT INDEX NUMBER:

14-28-204-010-1040 *bl*

-86-135061

Cook County Clerk's Office

APR 26 9 30 AM '86

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