

THIS INDENTURE, made this first day of April, 1986, by and between HARRIS TRUST AND SAVINGS BANK, the owner of the mortgage or trust deed hereinafter described, and Cosmopolitan National Bank of Chicago, As Trustee Under Trust Agreement Dated 11/22/82 and known as Trust #26367 and Robert L. Sylvester and Alice G. Sylvester, 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 November 24, 1982 secured by a mortgage or trust deed in the nature of a mortgage recorded December 6, 1982 in the office of the Recorder of Cook County, State of Illinois as document number 26430492 conveying to HARRIS TRUST AND SAVINGS BANK certain real estate in Cook County, Illinois described as follows:

LOT 11 (EXCEPT STREET) IN HAMBLETON'S SUBDIVISION OF BLOCK 43 IN CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PERMANENT INDEX NUMBER: 14-33-311-033 *BZ*

2. The amount remaining unpaid on the indebtedness is \$120,446.37

3. Said remaining indebtedness of \$120,446.37 shall be paid in consecutive monthly installments of One Thousand Two Hundred Ninety Four and 32/100 Dollars (\$1,294.32) beginning May 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 April, 2000, 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.

Exemption provided restricting any liability of The Cosmopolitan National Bank of Chicago, except on the reverse side hereof, is hereby expressly made a part hereof.

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 *[Signature]*  
Vice President

*[Signature]*  
Robert L. Sylvester

ATTEST: *[Signature]*  
Consumer Banking Officer

*[Signature]*  
Alice G. Sylvester

Cosmopolitan National Bank of Chicago, As Trustee Under Trust Agreement Dated November 22, 1982 and known as Trust Number 26367 and not individually.

BY *[Signature]*  
Vice President  
/Assistant

(S E A L)

ATTEST: *[Signature]*  
Assistant Secretary Trust Officer

This instrument prepared by Gray Christopher Daly, Harris Trust and Savings Bank, 111 West Monroe Street Chicago, Illinois 60603.

UNOFFICIAL COPY

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STATE OF ILLINOIS

COUNTY OF Cook )

I the undersigned A Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Rose M. Trulis and John J. Canella\* 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 1st day of April, 1986

\*Assistant Vice President and Assistant Trust Officer respectively of The Cosmopolitan National Bank of Chicago

Notary Public

STATE OF ILLINOIS

COUNTY OF COOK)

I Susan Fahey, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jam C. Thomson Vice President of HARRIS TRUST AND SAVINGS BANK and Karen A. Leshko 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 11 day of April, 1986

COMMISSION EXPIRES 2/14/88

Notary Public

#00691

DEPT-01 RECORDING  
00:26:21 00:18/86 0123 NANA 3331  
\$11.00

#### MODIFICATION AGREEMENT

This ~~ACKNOWLEDGMENT~~ ~~EXTENSION OF TERM~~ is executed by THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said THE COSMOPOLITAN NATIONAL BANK OF CHICAGO hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon or any indebtedness accruing hereunder or thereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the mortgagee and by every person now or hereafter claiming any right or security hereunder or thereunder, and that so far as THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, either individually or as Trustee aforesaid, or its successor personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder or thereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby or thereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.