Permanent Index No:17-04-218-043-1106

SECOND NOTE EXTENSION AND

MORTGAGE MODIFICATION AGREEMENT

86233806

THIS AGREEMENT is made as of the 1st day of April 1986, by and between MARINA BANK, an Illinois banking corporation ("Lender"), LA SALLE NATIONAL BANK, not personally, but solely as Trustee under Trust Agreement dated February 28, 1980 and known as Trust No. 102434 ("Trustee").

RECITALS

Lender is the holder of a certain note dated March 28, 1980 in the original principal sum of Fifty Seven Thousand Eight Hundred Dollars and 00/100 (\$57,£02,00) executed by Trustee and payable to Lender (the "Secured Note").

The Secured Note is secured by a certain trust deed dated March 25, 1980 ("Trust Deed") resolded with the Recorder of Deeds of Cook County, Illinois, as Document No. 25416651 under which Trustee has mortgaged to Lender the real estate legally described in Exhibit "A" attached herto (the "Mortgaged Premises").

- 1. <u>Due Date</u>. Notwithstanding the provisions of the Secured Note, payment of the principal sum under the Secured Note shall be due on April 1, 1990. On that date, the entire principal balance of the Secured Note shall be repaid by Trustee and Guarantora James F. Sullivan and Cornelia K. Sullivan together with all accrued and unpaid interest.
- 2. Interest Rate and Payment. Commencing on Poril 1, 1986 the interest rate may be adjusted by the Holder of the Note (Marina) on the first day of April and on the same day every year (12th wonth) thereafter, each such date being hereinafter referred to as the "Change Date". Changes in the Interest Rate shall be based upon changes in the "Inde: ". Index shall be the Prime rate as indicated by Marina Bank plus a margin of one percent. The most recently available Index figure as of the date 45 days prior to each Change Date shall be the "Current Index". The balance of principal of the Secured Note remaining from time to time unpaid shall bear interest at the rate of Prime plus one percent. original index as of April 1, 1986 of ten and one half percent (10.50%) for the first year from the date hereof, Marina Bank will forebear to nine and one-half percent (9.50%) which will be payable in monthly installments of principal including interest of Five Hundred Sixty Five Dollars and 47/100 (\$565.47) commencing on May 1, 1986 and continuing on the first date of each month thereafter for the period of one year and the rate will change again on the first day of April, 1987, except that the final payment of principal and interest if not sooner paid, shall be due on April 1, 1990.

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UNOFFICIAL COPY HORTGA 3 HOURITONALISME (MODIFICATE DATED APPARE LANGE This instrument is executed by LASALLE NATIONAL BAN but solely as Trustee as aforesaid, in the exercise and authority conferred upon and vested in it as the terms, provisions, sammas, covanant to be performed by LASALLE NATIONAL BANK are und Bolely as Trustee as aforesaid, and not individu Bonal liability shall be asserted or be enforced LASALLE NATIONAL BANK by reason of anything con instrument, or in any previously executed documents or in any previously executed and the same of the or not executed by Ball LASALLE NATIONAL BANK. or as Trustee as aforesaid, relating to the st the attached agreement, all such personal lis being expressly waived by every person now of any right or security hereunder. No duty sh NATIONAL BANK, personally or as said Truste rents, issues and profits arising from the enn an anid trustee and its success

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- 3. <u>Full Force and Effect</u>. Except as expressly modified herein, the Secured Note (including and Guaranty thereof) and the Trust Deed shall remain in full force and effect.
- 4. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Exculpation of Trustee. The LaSalle National Bank may insert its customary language below.

The parties hereto have hereunto set their respective hands and seals as of the date first above written.

MARINA BANK

9500 B 7 7000

Senior Vice President

LA SALLE NATIONAL BANK NOT

PERSONALLY BUT SOLELY AS

THUSTEE UNDER TRUST NO. 1024

BY: Chilliam & Dellon

BY: Ky

Title: A80

ABBISTANT SECRETARY

SUISTANT VICE PRESIDENT

This Instrument was Prepared by

Dennis J. Jones

Marina Bank

307 North Michigan Avenue Chicago, Illinois 60601

(312)630-8214



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STATE OF ILLINOIS)

) SS

COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, the State aforesaid, DO HEREBY CERTIFY that Dennis J. Jones, a Senior Vice President of MARINA BANK, an Illinois banking corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Senior Vice President, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

GIVEN wider my hand and seal this day of Uprel
1986. May Siglina
NOTARY DOLLIC
MY COMMISSION EXPIRES MAY 24, 1987
STATE OF ILLINOIS)
) ss
COUNTY OF C O O K)
I, the undersigned, a Notary Public in and for said State and County duly commissioned and sworn, hereby certify that on behalf of LA SALLE
NATIONAL BANK, not individually, but solely as Trustee under Trust No.
102434 personally appeared before me Tames A. Clark and
William H. Dillon , its ASSEJANI VICE PRESIDENT
and
execution of the foregoing Second Note Extension and Mortgage Modificatio
Agreement.
IN WITNESS HEREOF, I have hereunto set my hand and official feel
this <u>48</u> day of <u>MAY</u> , 1986.

NOTÁRY PUBLIC

My Commission expires on August 30, 1987

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LEGAL DESCRIPTION OF UNITS

Unit 12D in the 1339 N. Dearborn Condominium as delineated on a survey of the following described real estate:

Parcel 1:

Sub-Lot 5 in Assessor's Division of Lot 8 in Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian; also

Parcel 2:

The North 25 feet of the West 139.29 feet (except that part thereof dedicated for public alley and also except the 2 feet lying North of and adjoining said alley dedicated to Katherine P. Isham) of Lot 7 of Bronson's Addition to Chicago, a subdivision of the Northeast quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian; also

Parcel 3:

Sub-Lot 6 in Assessir's Division of Lot 8 in Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridain; also

Parcel 4:

That part of the North 25.00 feet of Lot 7 of Bronson's Addition to Chicago in Section 4, Township 19 North, Range 14 East of the Third Principal Meridian, lying East of the West line and its Northerly extension of the public alley dedicated by Locument Number 132784 Recorded May 2, 1877 now vacated and lying West of the Southerly extension of the East line of Lot 5 in Assessor's Division of Lot 8 of Bronson's Addition to Chicago aforesaid, excepting from the above described property that part dedicated by said Document 132784 all in Cook County, Illinois; also

Parcel 5:

That part of the public alley dedicated by Document 132784 (now vacated) lying north of the south line of the North 25.00 (eet of Lot 7 in Bronson's Additon to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian;

All in Cook County, Illinois; which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document No. 25383595; together with its undivided percentage interest in the common elements.

Mortgagor also hereby grants to Mortgagee, its successors and assigna, as rights and easements appurtenant to the above described real ercrce, the rights and easements for the benefit of said property set forth in the aforementioned Declaration.

This Mortgage is subject to all rights, easements, restrictions, and conditions, covenants, and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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