

THIS INDENTURE, made this 3rd day of June, 1986, by and between

FIRST NATIONAL BANK OF HIGHLAND PARK (hereinafter called "Bank")

the owner of the mortgage or trust deed hereinafter described, and Sheldon Brotzman and Cecelia Brotzman, His Wife

the owner or owners of the real estate hereinafter and in said mortgage or trust deed ("Owner");

WITNESSETH:

MODIFY THE TERMS OF AND TO

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note of Owner in the amount of \$ 400,000.00 dated September 19, 1985, (the "Note") secured by a mortgage or trust deed in the nature of a mortgage recorded October 8th, 1985, in the office of the Recorder of Cook County, Illinois, in of at page as document No. 85226397 conveying to FIRST NATIONAL BANK OF HIGHLAND PARK certain real estate in Cook County, Illinois described as follows:

The West 151.5 feet of the East 184.50 Feet of Lot 24 (except the South 396.15 Feet thereof) in County Clerk's Division of Section 14, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN No. 04-14-407-012-0000

86297827

2. The amount remaining unpaid on the indebtedness is \$ 386,497.15 (the "Indebtedness").

3. The interest charged on the Note is 10.25% per annum. In consideration of the modification of and under, Owner agrees to pay interest on the remaining indebtedness as follows: indicated below. In addition, a consideration for the modification and extension hereby, owner agrees to pay a one time special interest payment of \$ 1,930.00. CHOOSE ONLY ONE (Check Applicable Box) The interest rate on the indebtedness hereby modified to be repayable:

a) [x] at the rate of 9.50% per annum on the basis of a year consisting of 360 days; or

b) [] at the rate of % per annum above the Bank's prime rate, which rate shall change if and when the prime rate of the Bank changes, and such change shall be effective as of the date of the relevant change in the prime rate. The Bank is not obligated to give notice of such fluctuations. The term "prime rate" means the rate of interest charged by Bank to its largest and most-creditworthy commercial borrowers for 90 day unsecured commercial loans; and the entire principal sum and interest from May 31, 1986, shall be payable as follows:

CHOOSE ONLY ONE (Check Applicable Box)

a) [] On Demand, with interest until demand payable (monthly, quarterly, etc.) on the day of each hereafter; or

b) [] (principal plus interest) installments of principal in the amount of \$ payable on the day of 19 and on the day of each thereafter and the final installment on 19 with interest on the unpaid principal balance at the rate designated above.

c) [x] (principal and interest included in the payment amount) \$ 4,121.52 on the 1st day of June, 1986, and \$ 4,121.52 on the 1st day of each month thereafter until said indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of May, 1991. If payment 15 days late, a late charge of 5% of the overdue principal and interest will be added.

4. This agreement is supplementary to said mortgage or trust deed and said Note. All the provisions thereof, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed or Note, 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 Note and shall bind the heirs, personal representatives and assigns of the Owner. The Owner, to the extent permitted by law, 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.

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

(INDIVIDUALS SIGN HERE)

Sheldon Brotzman

(SEAL)

(SEAL)

Cecelia Brotzman

(SEAL)

(SEAL)

STATE OF ILLINOIS
COUNTY OF Lake

UNOFFICIAL COPY

I, the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that

Sheldon Brothman and Cecelia Brothman

personally known to me to be the same person whose name S subscribed the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 7th day of JULY, A.D., 1986.

"OFFICIAL SEAL"
KAREN L. PETERSON, Notary Public
Lake County, State of Illinois
My Commission Expires 4/29/89

(Notarial Seal)

Karen Peterson
Notary Public

(PLACE TRUSTEES EXCULPATION LANGUAGE HERE, IF APPLICABLE)

(CORPORATIONS SIGN HERE)

SE 21 98 TR 91

(Corporate Seal)

NAME OF CORPORATION

By: _____

President

ATTEST: _____

Secretary

STATE OF ILLINOIS
COUNTY OF _____ } SS.

I, _____ a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

President of _____ and _____ Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____

Secretary, 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 Company, for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that said _____ Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said _____ Secretary's 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 Notarial Seal this _____ day of _____, 19____.

(Notarial Seal)

Notary Public

(TRUSTEES SIGN HERE)

_____, as Trustee as aforesaid and not personally,

By: _____ Attest: _____

(Title)

(Title)

STATE OF ILLINOIS
COUNTY OF _____ } SS.

I, _____ a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

of _____ and _____ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____

(Title of Office)

and _____, respectively, appeared before me this day in person and

(Title of Office)

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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said _____ then and there acknowledged that said _____

as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said _____ own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19____.

(Notarial Seal)

Notary Public

THIS INSTRUMENT PREPARED BY:

FIRST NATIONAL BANK OF HIGHLAND
513 Central Avenue
Highland Park, Illinois 60035



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86-297827