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MODIFICATION AGREEMENT

This Modification of Second Mortgage and Guaranty of the Time or Demand Note (hereinafter referred to as the "Modification Agreement") made this 10TH day of OCTOBER, 1987, by HARRY DECKER AND LINDA DECKER, HIS WIFE, (hereinafter sometimes referred to as "Mortgagor"), USAmeribano/Woodfield now known as NBD Woodfield Bank, (hereinafter referred to as "Lender"), and HARRY DECKER, personally and LINDA DECKER, personally (hereinafter sometimes referred to as "Guarantors").

WITNESSETH:

Whereas, Mortgagor has executed and delivered to Lender a Second Mortgage dated APRIL 13, 1987, to secure Time or Demand Note of Good Earth, Inc. dated APRIL 13, 1987, in the amount of TWENTY-THOUSAND AND 00/100 DOLLARS (\$20,000.00) ("Note"), which Second Mortgage ("Mortgage") was recorded on MAY 11, 1987, in the Recorder's Office of COOK County, Illinois, as Document Number 87252023 and re-recorded on JUNE 4, 1987, as Document Number 87302687, relating to the premises therein described as follows, to wit:

LOT 15, BLOCK 6, POPLAR HILLS UNIT TWO-B, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, FEBRUARY 23, 1977, AS DOCUMENT NUMBER 23828365. (HEREINAFTER REFERRED TO AS THE PREMISES) ALL IN COOK COUNTY, ILLINOIS.

Permanent Tax ID No. 1-25-201-014-3002

Address: 3780 N. Alder Drive, Hoffman Estates, IL 60195

Whereas, Mortgagor, Lender and Guarantors have agreed to enter into this Modification Agreement.

Now, therefore, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, Mortgagor, Lender and Guarantors agree that the Second Mortgage shall be and is hereby modified as follows:

1. It is hereby acknowledged that as of the date hereof the present principal balance due under the Note dated APRIL 13, 1987, is TWENTY-THOUSAND AND 00/100 DOLLARS (\$20,000.00), which shall be increased to TWENTY-SEVEN THOUSAND AND 00/100 DOLLARS (\$27,000.00) to payoff the Time or Demand Note to Good Earth, Inc. in the amount of SEVEN-THOUSAND AND 00/100 DOLLARS (\$7,000.00), with a maturity date of OCTOBER 10, 1987, which Notes dated APRIL 13, 1987 and MARCH 14, 1987, are personally guaranteed by the Guarantors under written guaranty dated APRIL 13, 1987.

2. The maturity date of OCTOBER 10, 1987, as reflected in the Mortgage is hereby changed to MAY 7, 1988.

PREPARED BY AND MAIL TO:

Barry B. Christian  
NBD Woodfield Bank  
Higgins & Meacham Roads  
Schaumburg, IL 60196

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# UNOFFICIAL COPY

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## DECLARATION

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy.

Witness my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

PROPERTY OF COOK COUNTY CLERK'S OFFICE

DECLARATION

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy.

Witness my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

DECLARATION

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy.

Witness my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

# UNOFFICIAL COPY

3. That commencing OCTOBER 10, 1987, the annual interest rate to be charged shall be the announced prime rate of NBD Woodfield Bank from time to time in effect plus TWO PERCENT (2%), changing as and when NBD Woodfield Bank's prime rate changes. Interest on the unpaid balance thereof shall be computed from the date hereof on a 360-day year basis, for the actual number of days elapsed. Interest shall accrue after maturity (whether by acceleration or otherwise) at THREE (3%) percent per annum above the indicated rate until the principal balance is fully paid. The use of the term prime rate herein is not intended nor does it imply that said rate of interest is a preferred rate of interest or one which is offered by NBD Woodfield Bank to its most creditworthy customers.

4. Any provisions of the Mortgage or this Modification Agreement which is unenforceable in the state in which the Mortgage and this Modification Agreement are recorded or registered or is invalid or contrary to the law of such state or the inclusion of which would affect the validity, legality or enforcement of the Mortgage and this Modification Agreement, shall be of no effect, and in such case all the remaining terms and provisions of the Mortgage and this Modification Agreement shall subsist and be fully effective according to the terms of the Mortgage and this Modification Agreement, the same as though no such invalid portion had ever been included therein.

5. Except for the modifications stated hereinabove, the Mortgage and Guaranty are not otherwise changed, modified or amended.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed as of the day and year first above written.

Mortgagor:

Harry Decker  
Harry Decker

Linda Decker  
Linda Decker

ATTEST:

NBD Woodfield Bank, formerly known as  
USAmeribanc Woodfield

By: Barry B. Christian  
Barry B. Christian

Its: Assistant Vice President

By: Sandra L. Cicci  
Sandra L. Cicci

Its: Banking Officer

The foregoing Modification Agreement has been executed with the knowledge and consent of the undersigned guarantors who hereby consent to the same and agree that their obligations shall continue in force unchanged hereby.

GUARANTORS:

Harry Decker  
Harry Decker, personally

Linda Decker  
Linda Decker, personally

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IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF THE COURT

CHIEF CLERK

DEPUTY CLERK

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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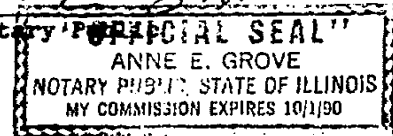
STATE OF ILLINOIS, COOK County ss:

I, Anne E. Grove, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Barry B. Christian, personally known to me to be the Ass't. Vice President of NBD Woodfield Bank, a Bank, and Sandra L. Ciotti, personally known to me to be the Banking Officer of said Bank, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Assistant Vice President and Banking Officer they signed and delivered the said instrument as Barry B. Christian and Sandra L. Ciotti of said Bank and caused the Corporate Seal of said Bank to be affixed thereto, pursuant to authority given by the Board of Directors, of said Bank, as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 27th day of October, 1987.

My Commission Expires: 10/1/90

Anne E. Grove  
Anne E. Grove Notary



STATE OF ILLINOIS, COOK County ss:

I, Anne E. Grove, a Notary Public in and for said county and state, DO HEREBY CERTIFY that Harry Decker and Linda Decker, whose name(s) are                      subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 27th day of October, 1987.

My Commission Expires: 10/1/90

Anne E. Grove  
Anne E. Grove Notary Public



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COOK COUNTY

CLERK OF COURTS

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Property of Cook County Clerk's Office

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