

UNOFFICIAL COPY

DEC--4-87 455337

87645149 - A - Rec

15.00
15.00

LOAN MODIFICATION AGREEMENT

Loan No. _____

WHEREAS First National Bank of Mount Prospect
loaned Bradley K. Pierce and Tamra C. Pierce
the sum of EIGHTY THOUSAND AND NO/100 Dollars
(\$ 80,000.00), as evidenced by a note and ~~mortgage~~ Trust Deed executed and
delivered on August 28, 1986, which ~~mortgage~~ Trust Deed is duly recorded
in the public records as document # 86402988 in the Jurisdiction where the mortgaged property
is located, which note and ~~mortgage~~ Trust Deed are hereby incorporated herein as a part of
this instrument, and (See Exhibits A & B)
WHEREAS, First National Bank of Mount Prospect, has found it necessary and does hereby
request a modification of the terms of said loan for the following reasons:

Change interest rate and delinquent interest rate to fixed rates

AND WHEREAS, the parties desire to restate the modified terms of said loan so that there
shall be no misunderstanding of the matter:

THEREFORE, it is hereby agreed that, as of the date of this Agreement, the unpaid balance
of said indebtedness is SEVENTY SEVEN THOUSAND NINE HUNDRED FIFTY AND NO/100 Dollars
(\$ 77,950.00), all of which the undersigned promises to pay with interest at 9.50 %
per annum until paid, and that the same shall be payable On Demand

Delinquent interest rate is changed to 12.50% Dollars (\$ _____)
per month beginning on the _____ day of _____, 19____, to be applied
first to interest, and balance to principal, plus a sum estimated to be sufficient to dis-
charge taxes and insurance obligations (which estimated sum may be adjusted as necessary)
and that in all other respects said ~~mortgage~~ Trust Deed contract shall remain in
full force and effect.

Signed, sealed and delivered this 17 day of November, 1987.

FIRST NATIONAL BANK OF MOUNT PROSPECT

BY Marlene A. Gordon

Bradley K. Pierce (SEAL)

ATTEST _____

Tamra C. Pierce (SEAL)

State of Illinois)
County of Lake)

I, the undersigned, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that Bradley Pierce & Tamra C. Pierce, his wife
his wife, personally known to me to be the same persons whose names 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.

GIVEN under my hand and official seal this 17th day of November, 1987

Document prepared by:
Marlene A. Gordon, Asst. Vice President
First National Bank of Mount Prospect
One First Bank Plaza, Mt. Prospect, IL 60056

Karen Beschoff
Notary Public

My commission expires: _____ My Commission Expires June 20, 1989

PIN#04-16-203-014-000
Property address: 2100 Brentwood Rd.,
Northbrook, IL

87645149

15.00

068-4759-4-230
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STANDARD - A - 100
1500

THE 1994-1995 BUDGET YEAR

and that in all other respects the same shall remain in full force and effect as if herein amended.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at the City of New York, this 10th day of January, A.D. 1968.

JAMES EARL RAY

Notary Public in and for the State of New York

OFFICE OF THE DIRECTOR, FBI
WASHINGTON, D.C. 20535
JAN 10 1964
TO: SAC, NEW YORK
FROM: SAC, NEW YORK
SUBJECT: [Illegible]

CONFIDENTIAL To 01458

100-233-30-54400-2

67645149

1. The first two items, the "The Great Wall of China" and "The Great Wall of China" are the same item. The first item is a book by the author of the second item. The second item is a book by the author of the first item. The first item is a book by the author of the second item. The second item is a book by the author of the first item.

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EXHIBIT "A"
8 7 6 4 5 1 4 9
DEMAND
NOTE

Mount Prospect, Illinois

\$ 80,000.00

August 28, 1986

FOR VALUE RECEIVED the undersigned promise to pay to BEARER the principal sum of Eighty-thousand and no/100--- Dollars (\$ 80,000.00) together with interest prior to maturity on the balance of principal remaining from time to time unpaid at the rate of $P + \frac{1}{2}\%$ per cent ($P + \frac{1}{2}\%$) per annum as follows: $P + \frac{1}{2}\% = \frac{1}{2}\%$ over lender's prime, floating Dollars (\$ 80,000.00)

on the XXXXXXXXXX day of DEMAND XXXXXXXX. All payments on account of indebtedness evidenced by this Note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The principal unless paid when due shall bear interest after maturity at the rate of $P + \frac{3}{4}\%$ per annum (but in no event in excess of the highest rate permitted by law), and the said payments of both principal and interest are to be made at such banking house or trust company in Cook County, Illinois, as the legal holder of this Note may, from time to time, in writing appoint. In the absence of such appointment the payments of both principal and interest shall be made at the office of FIRST NATIONAL BANK OF MOUNT PROSPECT, Mount Prospect, Illinois.

$P + \frac{3}{4}\% = \frac{3}{4}\%$ over lender's prime, floating

The payment of this Note is secured by trust deed, bearing even date herewith, to First National Bank of Mt. Prospect Trustee, on real estate in the County of Cook, Illinois; and it is agreed that in case of default for 10 days in the payment of principal or interest when due in accordance with the terms hereof or in case default shall occur and continue for 30 days in the performance of any other agreement contained in said trust deed, then the whole of said principal sum remaining unpaid hereon, together with accrued interest thereon, shall, at the election of the holder or holders hereof and without notice, become immediately due and payable at the place of payment aforesaid.

The holder hereof may, at any time or times hereafter, without notice, appropriate, set off or apply toward the payment of this Note, whether due or not, any indebtedness of the holder hereof to the undersigned or any moneys, credits or other property belonging to the undersigned in the possession or under the control of the holder hereof.

The undersigned agrees to pay all expenses of the holder hereof for collection of this Note or enforcement of any rights hereunder including attorney's fees, court costs, and all other collection expenses. No delay or failure on the part of the holder hereof in the exercise of any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other power or right; and the rights and remedies of the holder hereof are cumulative to and not exclusive of any other rights or remedies which such holder may have. If more than one party shall execute this Note, the term "undersigned" shall mean all such parties, jointly and severally.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

This is to certify that this is the Note described in the above mentioned trust deed.

x Bradley K. Pierce
Bradley K. Pierce
x Tamra C. Pierce
Tamra C. Pierce

Identification No. T0253

Trustee

First National Bank of Mt. Prospect

By Elizabeth E. Schaner Trust Officer

SFC Form 22253

UNOFFICIAL COPY

NOTICE
NOTICE

Notice of Probate, Illinois

August 1, 1934

August 1, 1934

THE ESTATE OF JAMES H. HARRIS, deceased, is being administered by the undersigned, who is a duly qualified and licensed probate judge of the County of Cook, Illinois, and who is also a member of the Illinois Bar Association. The undersigned has been appointed by the Court to administer the estate of the deceased, and to collect and distribute the assets of the estate, and to pay the debts of the estate, and to distribute the residue of the estate to the persons entitled thereto. The undersigned has been appointed by the Court to administer the estate of the deceased, and to collect and distribute the assets of the estate, and to pay the debts of the estate, and to distribute the residue of the estate to the persons entitled thereto.

The undersigned has been appointed by the Court to administer the estate of the deceased, and to collect and distribute the assets of the estate, and to pay the debts of the estate, and to distribute the residue of the estate to the persons entitled thereto. The undersigned has been appointed by the Court to administer the estate of the deceased, and to collect and distribute the assets of the estate, and to pay the debts of the estate, and to distribute the residue of the estate to the persons entitled thereto.

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The undersigned has been appointed by the Court to administer the estate of the deceased, and to collect and distribute the assets of the estate, and to pay the debts of the estate, and to distribute the residue of the estate to the persons entitled thereto. The undersigned has been appointed by the Court to administer the estate of the deceased, and to collect and distribute the assets of the estate, and to pay the debts of the estate, and to distribute the residue of the estate to the persons entitled thereto.

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All parties hereto severally waive presentment and payment, notice of disclaimer, protest and notice of protest.

This is to certify that the above mentioned trust deed, the Note described in the above mentioned trust deed.

Identification No. 10033

Witness

First National Bank of Chicago

ALCOPY

TRUST DEED

residing in Mount Prospect
witnesseth:

---Eighty-thousand and no/100---

Dollars (\$ 80,000.00)

evidenced by one certain Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 4 1/2 % per annum prior to maturity as follows:

P+1/2% = 1/2% over lender's prime, floating

---Eighty-thousand and no/100---

Dollars (\$ 80,000.00)

on the XXXXXXXXXX DEMAND XXXX. All payments on account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid principal balance and the remainder to principal unless paid when due shall bear interest at the rate of $P+3\frac{1}{2}$ per cent per annum.

P+3 1/2% = 3 1/2% over lender's prime, floating

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the village of Northbrook, County of COOK and State of Illinois, to wit:

Lot 14 in Block 2 in Northbrook Park, Unit Number 2, a subdivision of part of Lots 1, 2, 7 & 8 in School Trustees' subdivision of Section 16, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN# 04-16-203-014-000

Property Address: 2100 Brentwood Road, Northbrook, IL

Document prepared by: Marla J. Menolascino, Loan Administrative Officer, First National Bank

of Mount Prospect

999 Elmhurst Rd.

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all buildings, improvements, tenements, profits thereof for so long and during all such times as mortgages may be omitted thereto (which are pledged jointly and on a parity with said real estate not accessibly), and, without limiting the supply heat, gas, air conditioning, water, light, power, refrigeration (whether single or multiple), steam, and windows, awnings, low coverings, gas and electric fixtures, and, without limiting the physical attached thereto or not, and considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits made and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgages do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgages (1) shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) shall keep the premises in good condition and free from mechanical or other defects; (3) shall not expressly subordinated to the lien hereof, except liens and other governmental assessments not overdue; (4) shall pay for any delinquent taxes or assessments which may be secured by a lien or charge on the premises superior to the lien hereof, and upon receipt exhibit satisfactory evidence of the discharge of such taxes or assessments; (5) shall promptly and completely maintain the premises in a safe and sound condition and shall promptly and completely repair any damage to the premises or any structure upon said premises; (6) shall comply with all laws, ordinances, rules and regulations of the City of New York and the State of New York; (7) shall make no material alterations in said premises except as required by a lawful municipal ordinance, without prior written consent of Trustee or Trustees of the Note being first had and obtained; and (8) shall not sell, transfer, assign or otherwise alienate (whether by land contract or otherwise), any part or interest in the premises, or any part thereof, or any interest therein, without prior written consent of Trustee or Trustees of the Note being first had and obtained.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges and charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the notes duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

8. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire and such other hazards or contingencies as the holders of the note may require under policies providing payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the Note, under insurance policies payable, in case of loss or damage, to trustee for the benefit of the holders of the Note, such rights to be evidenced by the standard mortgage clauses to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the Note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case Mortenson shall fail to perform any covenants herein contained, Trustee or the holders of the Note may, but need not, make any payment or perform any act hereinbefore required of Mortenson in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal, interest, or both, as herein provided, and may, but need not, discharge, compromise or settle any tax lien or other prior lien or claim thereon, or redeem from any tax sale or forfeiture affecting said property, and may, but need not, incur any expense or liability, and may, but need not, authorize and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other matter deemed by the holders of the Note to protect the mortgagee's interest and the lien hereof, also reasonable compensation to Trustee for each matter concerning which action with interest thereon at the rate of six per centum, then and there payable, shall be paid by Trustee or the holders of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortenson.

3. The Trustee or the holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

8. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the Note, and without notice to Mortgagors, all unpaid indebtedness covered by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (a) in the case of default for ten days in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors.

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IMPORTANT

FOR THE PROTECTION OF BOTH THE DONOR AND
 LENDOR, THE NOTE SIGNED BY THE TRUST DEED
 SHOULD BE EXAMINED AT THE TRUSTEE'S OFFICE
 BEFORE SIGNING THE TRUST DEED IS FILED FOR RE-
 CORDE.

The Investment Note mentioned in the within Trust Deed has been
 identified herewith under Identification No. T0253

First National Bank of Mount Prospect
 as Trustee

Richard E. Johnson
 Trust Officer

86402283

the AFE personally known to me to be the same person, and that they were introduced to the AFE by the person who delivered the AFE to me. They were introduced to the AFE by the person who delivered the AFE to me. They were introduced to the AFE by the person who delivered the AFE to me.

signed, dated and delivered the said instrument to their AFE and retained it, for the use and purpose thereof set forth, including the release and waiver of the right of James Earl Ray, to have my hand and Henry Bond this 28th August 1966

A.P. 19 86

My Commission Expires June 20, 1969

Karen Burdett

Henry Public

STATE OF ILLINOIS
County of Cook
SS. }
I, Karen Besthoff,
a Notary Public in and for and residing in said County, in the State of Illinois, DO HEREBY CERTIFY THAT
Bradley K. Pierce and Tamara C. Pierce, his wife

Buddy Lee

(SEAL) *Larry C. Pierce*

THAN 1726 09/09/87 13:57 (SEAL)

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Property of Cook County Clerk's Office

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Lot 14 in Block 2 in Northbrook Park Unit No. 2 A Subdivision of the Subdivision of Lots 1 and 2 all of Lot 7 and the West 1/2 of the Lot 8 of School Trustees Subdivision of the North 1/2 of the East 1/2 of Section 16, Township 42 North, Range 12 east of the Third Principal Meridian, in Cook county, Illinois.

86402988

in Block 2 in Northbrook Park Unit No. 2 A Subdivision of Lots 1 and 2 all of Lot 7 and the West 1/2 of School Trustees Subdivision of the North 1/2 of Section 16, Township 42 North, Range 12 east of the 3rd Principal Meridian, in Cook county, Illinois.