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MODIFICATION AGREEMENT



This Modification of Time or Demand Note and Security Agreement and Mortgage (hereinafter referred to as the "Modification Agreement") made this 17th day of November, 1987, by R. George Beatty and Mary M. Beatty, his wife, (hereinafter referred to as "Borrower") and NBD Woodfield Bank f/k/a USAmeribanc Woodfield (hereinafter referred to as "Lender").

WITNESSETH:

Whereas, Borrower has executed and delivered to Lender that certain Time or Demand Note and Security Agreement dated November 17, 1986, in the amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) ("Note"), which Note is secured by Mortgage ("Mortgage") of even date therewith, recorded on December 17, 1986, in the Recorder's Office of Cook County, Illinois, as Document Number 86605119, relating to the premises therein described as follows, to wit:

PARCEL 1:
UNIT NUMBER 18 10 THE SHIRES OF INVERNESS TOWNHOME CONDOMINIUM VI AS
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN
SHIRES OF INVERNESS UNIT SEVEN AND SHIRES OF INVERNESS UNIT SIX SUBDIVISIONS,
BEING A PART OF THE LOATH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 28,
TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY
IS ATTACHED AS EXHIBIT "6" TO THE DECLARATION OF CONDOMINIUM RECORDED AS
DOCUMENT NUMBER 85312335 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE
COMMON ELEMENTS IN COOK COUNT, ILLINOIS.

PARCEL 2:
EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN
DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 24537555 AND AS CREATED BY
DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE
UNDER TRUST AGREEMENT DATED JUNE 28, 1917 AND KNOWN AS TRUST NUMBER 52724 TO R.
GEORGE BEATTY AND MARY M. BEATTY HIS WIFE DATED NOVEMBER 17, 1986 AND RECORDED
DECEMBER 17, 1986 AS DOCUMENT 86605118 IN GOOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS FILED FOR RECORD

1987 DEC 31 AM 10: 38

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Permanent Tax ID No. 02-28-300-045-0000

Address: 1330 Shires Circle, Inverness, Illinois

Whereas, Borrower and Lender 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, Borrower and Lender agree that the Note and Mortgage shall be and are hereby modified as follows:

1. It is hereby acknowledged that as of the date hereof the present principal balance due under the Note heretofore referred to is TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00).

2. The maturity date of November 17, 1987, as reflected in the Note and Mortgage is hereby changed to August 17, 1988.

PREPARED BY AND MAIL TO:

Ruby D. Feeley, Assistant Vice President NBD Woodfield Bank Higgins & Meacham Roads Schaumburg, IL 60196

Property or Cook County Clerk's Office

3. That commencing February 17, 1988, and on the same day of each quarter thereafter, Borrower shall pay interest only quarterly in arrears on the principal balance from time to time outstanding calculated at the rate set

forth in Paragraph Four (4) of this Modification Agreement.

4. That commencing November 17, 1987, the annual interest rate to be charged shall be TEN AND ONE-HALF percent (10 1/2%). 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 Borrower hereby agrees to submit financial statements on an annual 5.

basis.

The Note is not assumable and is immediately due and payable in full 6. upon transfer of title or any interest in the real estate given as security for the Note referenced above. In addition, if the subject property is sold under Articles of Agreement for Deed by the present title holder, all sums due and owing hereunder shall become immediately due and payable.

Except for the modifications stated hereinabove, the Note and Mortgage 7.

are not other ise changed, modified or amended.

| IN WITNESS 'HIREOF, the undersigned have caused this instrument to signed and sealed 1.4 of the day and year first above written. | be |
|--|----------|
| R. George Beatty | |
| Mary M. Beatty | |
| ATTEST: NBD Woodfield Bank | |
| By: Chan I Lucy | |
| Its: | |
| I, Patricia K. A2US, a Notary Public in and for sate County, in the State aforesaid, DO HEREBY CERTIFY that RUND D. Feelfy personally known to me to be the AVY of NOD Woodfield Bank, and John A. Kierra personally known to me to be the VP of said Bank whose names are subscribed to the foregoing instrument, appeared before the third day in person and acknowledged that as such AVP and Of said Bank | _1 |
| and caused the Corporate Seal of said Bank to be affixed thereto, pursuant tauthority given by the Board of Directors, of said Bank, as their free an voluntary act and as the free and voluntary act and deed of said Bank, for thuses and purposes therein set forth. | o id |
| GIVEN under my hand and official seal, this 22nd day of December 1987. | <u>.</u> |
| OFFICIAL SEAL PATRICIA K. AZIS NOTARY PUBLIC STATE OF ILLINOIS NY COMMISSION EXP. MAY 3. 1991 | |

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UNOFFICIAL COPY: 3.3.3

STATE OF ILLINOIS, _____COOK ____ County 88: county and state, DO HEREBY CERTIFY that R. Groupe Meatty to me to be the same person(s) whose name(s) and subscribed to the foregoing instrument, appeared before said instrument as they free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and official seal, this 22,2 day of December. My Commission Expires: May 5, 1991 Property of Cook County Clerk's Office Potrice & Cys

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