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## MODIFICATION OF NOTE AND MORTGAGE

This Agreement is made this 3/5 day of MIRCH , 1987 by and between Connecticut National Bank, (Mortgagee) and American National Bank, as Trustee under Trust Number 57690 dated April 28, 1983 (Mortgagor).

Whereas, Mortgagor is indebted to the Mortgagee under a certain note ("Note") dated 5/31/83, which Mortgagee holds by virtue of a certain assignment, in the principal amount of \$24561.35 which said Note is secured by a mortgage ("Mortgage") of even date therewith, which said Mortgage is recorded in the office of the Register of Deeds of the County of Cook, State of Illinois, as document number 26636520, on the following described real property: 50 HEMLOCK, PARK FOREST, IL.

Whereas, Mrtgagor and Mortgagee mutually desire and agree to amend the Note and Mortgags by providing for an adjustment in the interest rate expressed in said Note and Mortgage and by providing for an extension of the term of said Note and Mcctyage;

Now, Therefore, in consideration of the premises and of the mutual agreements herein contained, and upon the express conditions that the lien of the aforesaid Mortgage held by dortgage is a valid, first and subsisting lien on said real property and that the execution of this agreement will not impair the lien of said Mortgage held by fortgages (for breach of which conditions, or either of them, this agreement shall not take effect and shall be void,) it

- 1. Mortgagor hereby covenants, promises, agrees, and reaffirms:

  (a) to pay the Note at the times, in the moner and in all respects as therein provided, except as modified herein; (b) to perform each and all of the covenants, agreements and obligations in said Mortgage to be performed by the Mortgagor therein, at the time, in the manner, and in all respects as therein provided, and (c) to be bound by each and all of the terms and provisions of said Note and Mortgage. provisions of said Note and Mortgage.
- 2. This agreement does not constitute the creation of a new debt or the extinguishment of the debt evidenced by said Note, not does it in anywise affect or impair the lien of said Mortgage, which Mortgagor Neknowledges to be a valid and existing first lien against the real property described in said Mortgage, and the lien of said Mortgage is agreed to have continued in full force and effect from the date thereof, unaffected and unimpaired of this agreement, and the same shall so continue until fully satisfied.
- 3. All of the real property described in said Mortgage shall remain in all respects subject to the lien, charge or encumbrance of said Mortgage, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of, or warranty of title in, or conveyance affected by said Mortgage, or the priority thereof over other liens, charges, encumbrances or conveyances or, to release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of said Note and/or Mortgage; nor shall anything herein contained or done in pursuance hereof affect or be construed to affect, any other security or instrument, if any, held by Mortgagee as security for or evidence of the aforesaid indebtedness.
- 4. Notwithstanding anything herein to the contrary, this agreement shall not affect or impair any representation in regard to any warranty of title heretofore made by the Mortgagor, all of which shall remain in force and inure to the benefit of the Mortgagee and any insurer of the title to said property or the lien of the Mortgage thereon.
  - 5. In the event there is any judgment, or lien of any kind, or any

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encumbrance, right, title or interest against or in said property in favor of any party or parties not a party hereto as of the effective date of this agreement, the Agreement in favor of the Mortgagor shall be of no force or effect.

- 6. The Note and Mortgage are hereby amended as follows:
  - The rate of interest on the unpaid principal balance from March 1, 1987 shall be 10% per annum.
  - (B) The monthly installments of principal and interest from and after March 1, 1987 shall be: TWO HUNDRED TWENTY AND 71/100 DOLLARS (\$220.71).
  - (C) The term of the Note and Mortgage is hereby extended

Property of County Clerk's Office

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