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## MODIFICATION OF NOTE AND MORTGAGE

This Agreement is made this 3/5th day of Mach , 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 \$27433.52 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 26636586, on the following described real property: [47] IESTER, PARK FOREST, IL.

Whereas, Morioggor and Mortgages mutually desire and agree to amend the Note and Mortgage 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 Mortgage;

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Now, Therefore, in consideration of the premises and of the mutual agreements herein contained, (mr. upon the express conditions that the lien of the aforesaid Mortgage held by fortgagee 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 Nortgagee (for breach of which conditions, or either of them, this agreement shall not take effect and shall be void,) it is hereby agreed as follows:

- 1. Mortgagor hereby covenants, promises, agrees, and reaffirms:
  (a) to pay the Note at the times, in the manuer 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.
- 2. This agreement does not constitute the creation of a new debt or the extinguishment of the debt evidenced by said Note, nor does it in anywise affect or impair the lien of said Mortgage, which Mortgager acknowledges 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 by this agreement, and the same shall so continue until fully satisfied.
- 3. All of the real property described in said Mortgage shall wain 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:
  - (A) 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 FORTY-SIX AND 52/100 DOLLARS (\$246.52).
  - (C) The term of the Note and Mortgage is hereby extended to June 1, 1991 with the entire amount of the unpaid principal balance being due and payable on said date.
  - (D) Prepayment of the loan, in full or partial, will be allowed at any time without penalty before the maturity on Turn 1, 1991.
- 7. The word "Note" as used herein, shall be construed to mean note, bond, extension or modification agreement, or other instrument evidencing the indebtedness herein referred to, and to include such instrument whether originally made and Calivered to the Mortgages or assigned and/or endorsed to the Mortgages; and the word "Mortgages" shall be construed to mean mortgage, deed of trust, loan deed of other instrument securing the indebtedness herein referred to, and to include such instrument, whether originally made and delivered to the Mortgages as mortgages, or made and delivered to some other mortgages and purchased by the Mortgages and now owned by the Mortgages by virtue of an assignment to it. The "Mortgagor" referred to herein may be an original maker of the note or any verson obligated thereon by endorsement, assumption of the debt, or otherwise.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them as of the day and year first above written.

CONNECTION NATIONAL BANK

Attest:	5 Man	Its: Nei Resident
Attesti	MR.	INLAND REAL ESTATE CORPORTION  By: Reyal P. O'M CSLC MUP  Its:
Attest:	Wante Signatury	AMERICAN NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 57690 DATED APRIL 28, 1982  By:
<i>V</i> ,	This instrument is susquist t	WEATHER PROGRAM WAS AND TRUTT COMPANY  THE

any of the covenents, statements, scan mentageness or westerness contenued in this

and not be to be a second against Arthur & Arthu

lestrament.

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STATE OF CONNECTICUT )  SE:  COUNTY OF HARTFORD )	Halkor
The foregoing instrument was March, 1987, by Kiche of Connecticut National Bank.	acknowledged before me this 25th day of col M. Heminway, Vid Rivident
DOO COL	Notary Public  My Commission Expires 3/31/93
COUNTY OF Different was and of inland Real Estate Corporation	COOK COUNTY RECORDING  THINGS THAT IS SEED TO
	Notar Jubico  My Commission Expires 6/5/58
STATE OF SUCH ;	C/T/S Ox
The foregoing instrument was acknown ADD 1 (1007 1987, by 1 MICHAEL OF American Mational Bank.	wiedged before me this day of VICE PRESIDENT
"OFFICIAL SEAL" Keren E. Berns Notery Public, State of Hillians My Commission Expires 8/2,790	Notary Public Burn  My Commission Expires

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FIREMAN'S FUND MORTGAGE CORP... 15601 S. CICERO OAK FOREST, ILLINOIS 60452



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eccepting to the plot thereof recorded on October 24, 1963, as Do No. 19961758, in Cook County, Illinois; which survey is at Do End 1918. 731 to the Declaration of Condominium recorded as Do No. 19961751 together with its undivided percentage interest is carson classents.

Mortgagor also hereby grants to mortgagos, its successors and assigns, as rights and eater wis apportenent to the above-described real estate, the rights and essecuts for the benefit of said property set forth in the aforementioned be laration.

into for interaction.

Is subject to a senantia or reservations provision of said Sectors.

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31-36-200-235-1160 This morinage is subject to all rights, easements, restrictions, conditions, coverants or reservations contained in said Declaration the same as if the provide is of said Declaration were recited and Stipulated at length herein.