31362000351-151

MODIFICATION OF NOTE AND MORTGAGE

87280214

This Agreement is made this 3/5 day of 42 rc , 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 cortain note ("Note") dated 5/31/83, which Mortgagee holds by virtue of a certain assignment, in the principal amount of \$23769.23 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 26636537, on the following described real property: 129 IESTER, PARK FOREST, IL.

Whereas, Mortgagor and Mortgages mutually desire and agree to amend the Note and Mortgago 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 Mor c_2 age;

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 fortgages 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 Mortgages (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, provises, agrees, and reaffirms:

 (a) to pay the Note at the times, in the marker and in all respects as therein provided, except as modified herein; it, 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 marker, 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 wiknowledges 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 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:
 - (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 THIRTEEN AND 59/100 DOLLARS (\$213.59).
 - (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 Tara 1, 1991.
- 7. The wird "Note" as used herein, shall be construed to mean note, bond, extension or notification agreement, or other instrument evidencing the indebtedness herein referred to, and to include such instrument whether originally made and delivered to the Mortgagee or assigned and/or endorsed to the Mortgagee; and the wird "Mortgage" shall be construed to mean mortgage, deed of trust, loan deed or other instrument securing the indebtedness herein referred to, and to include such instrument, whether originally made and delivered to the Mortgagee as mortgagee, or made and delivered to some other nortgagee and purchased by the Nortgagee and now owned by the Mortgagee by virtue of an assignment to it. The "Mortgagor" referred to herein may be an original maker of the note or any marson obligated thereon by endorsement, assumption of the debt, or otherwise.

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

•	CONNECT OUT NATIONAL BANK
Attest:	By: Russeningay
(fr 7 Man	By: Kuldenimay
/	Ita: Vice President
	INLAND REAL ESTATE CORPORULTON
Attents M. P. H.	BY: Raymal P. OIMOSE AUP
John Marie M	Its:
	American national bank as trustee
	UNDER TRUST NUMBER 57690 DATED APRIL 28, 1983
Attest:	
Mas	By: /////////
- Jana	Its:

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not prove by but to be a soft of each and the soft. All the executions and continues to a few of the each and the ea

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	March March Control of the State of the Stat	≥ to property
STATE OF (GNN 201007)	n Harthan	
COUNTY OF HARTFURD)		this 25th day of
The foregoing instrument was 1987, by the of Connecticut National Ba	chard M. Ideminaty You	i Paristent
DO CONTRACTOR OF THE PARTY OF T	Notary Publ My Commissi	on Expires 3/3//40
STATE OF ICCIMOIS (COUNTY OF DURAGE)	de!	DEPT-01 REGURDING THORAGE PROMISES OF THE CONDER DOON COUNTY RECORDER TO THE THORAGE OF THE CONDER TO THE COUNTY RECORDER
The foregoing instrument, 1987, by of Inland Real Estate C	4	asa Q Akagge
STATE OF J	My Commit	AFR 1.0 1987
The foregoing instrum	ent was acknowledged before by J. MICHAEL WHELAE' , Bank.	
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mail to: DAK FOREST LOSSIS COUST



