

# UNOFFICIAL COPY

## FIFTH MODIFICATION AGREEMENT

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This Fifth Modification of Collateral Promissory Note and Mortgage (hereinafter referred to as the "Modification Agreement") made this 1st day of August, 1988, by John Terrence Sullivan, a bachelor (hereinafter referred to as "Mortgagor") and NBD Woodfield Bank, f/k/a/ USAmeribanc/Woodfield and Woodfield Bank (hereinafter referred to as "Mortgagee").

### WITNESSETH:

Whereas, Mortgagor has executed and delivered to Mortgagee that certain Collateral Promissory Note dated February 23, 1982, in the amount of One Hundred Ninety Thousand and 00/100 DOLLARS (\$190,000.00) ("Note"), which Note is secured by a Mortgage ("Mortgage") of even date therewith, recorded on March 1, 1982, in the Recorder's Office of Cook County, Illinois, as Document Number 26187131, relating to the premises therein described as follows, to wit:

Unit 3, as delineated on the Survey of the following described Parcel:

Lot 22 (except the North 25 feet of the East 115 feet and except that part taken for street) in Gale's North Addition to Chicago, lying within the Southeast 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which Survey is attached as Exhibit "A" to and a part of the Declaration of Condominium Ownership made by Main Bank of Chicago, as Trustee under Trust Agreement dated May 1, 1979, and known as Trust Number 79-1397, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 29, 1980, as Document Number 25,530,034, as amended by Document Number 25,556,023, together with an undivided 5.29 per cent interest in the Common Elements as set forth in said Declaration (excepting from said Parcel the property and space comprising all the Units as defined in said Declaration and Survey), in Cook County, Illinois.

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DEPT-01 \$12.00  
T#1111 TRAN 5410 09/08/88 15:37:00  
#3004 # A \* -88-410342  
COOK COUNTY RECORDER

Permanent Tax ID No. 14-33-422-070-1003

Address: 238-3 Concord Lane, Chicago, IL

Whereas, Mortgagor and Mortgagee 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, Mortgagor and Mortgagee 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 One Hundred Sixty Three Thousand Eight Hundred Nineteen and 28/100 DOLLARS (\$163,819.28).
2. The maturity date of the Note and Mortgage is hereby changed to August 1, 1989.

PREPARED BY AND MAIL TO:

John A. Kierna,  
Vice President  
NBD Woodfield Bank  
Higgins & Meacham Roads  
Schaumburg, IL 60196

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Box 15

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3. That commencing September 1, 1988, and on the same day of each month thereafter, Mortgagor shall pay monthly installments of Two Thousand Two Hundred Fifteen and 00/100 DOLLARS (\$2,215.00) principal and interest 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 August 1, 1988, the annual interest rate to be charged shall be ten and one-half percent (10 1/2%).

5. The Mortgagor hereby agrees to submit personal financial statements on an annual basis.

6. Except for the modifications stated hereinabove, the Note and Mortgage, are not otherwise changed, modified or amended.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed as of the day and year first above written.

John Terrence Sullivan  
John Terrence Sullivan

ATTEST:

NBD Woodfield Bank

Ruby D. Feeley  
Its: RUBY D. FEELEY  
ASSISTANT VICE-PRESIDENT

By: [Signature]  
Its: VP.

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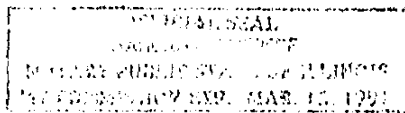
STATE OF ILLINOIS, Cook County ss:

I, Sandra Belvedere, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John A. Kiecia, personally known to me to be the Vice President of NBD Woodfield, a Bank, and Ruby D. Feeley, personally known to me to be the Asst Vice President of said Bank, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such John A. Kiecia and Ruby D. Feeley they signed and delivered the said instrument as Vice President and Asst Vice President of said Bank and caused the Corporate Seal of said Bank to be affixed thereto, pursuant to authority given by the Board of Directors, of said Bank, as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 31st day of August, 1988.

My Commission Expires:

Sandra Belvedere  
Notary Public



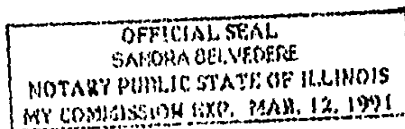
STATE OF ILLINOIS, Cook County ss:

I, Sandra Belvedere, a Notary Public in and for said county and state, DO HEREBY CERTIFY that John Terrence Sullivan, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 31st day of August, 1988.

My Commission Expires:

Sandra Belvedere  
Notary Public



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Faint, mostly illegible text at the top of the page, possibly containing a header or introductory paragraph.

Property of Cook County Clerk's Office

County of Cook, Illinois  
State of Illinois

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

By \_\_\_\_\_  
County Clerk

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.