### SUPPLEMENT AND MODIFICATION TO MORTGAGE AND NOTE

88432143

This Supplement and Modification to Mortgage and Note entered into this 8TH day of SEPTEMBER , 19 88 by and between DAVID A. WECHSLER & SUSAN E. WECHSLER, HIS WIFE AS JOINT TENANTS (hereinafter referred to as "Borrower") and LASALLE BANK MORTHBROOK, (hereinafter referred to as "Mortgagee").

#### WITNESSETH:

WHEREAS, Borrower made and delivered that certain Note dated
JUNE 20, 1988 . 19 in the principal amount of FIFTY .
THOUSAND AND NO/100 (\$ 50,000.00 ) (the "Note) to
Mortgagee, which Note is secured by the Mortgage dated JUNE 20.
1988 , (the "Mortgage") which was recorded on JUNE
30, 1988 , as Document No. <u>88-278875</u> in the Office
of the Recorder of Deeds, <u>COOK</u> County, Illinois; and
WHEREAS, the principal amount of \$50,000.00 remains
unpaid as of the date hereof on the Note; and
WHEREAS, Borrower has requested that Mortgagee agree to substitute
a new Note dated SEPTEMBER 8, , 1988, in the principal amount of
\$65,000.00 (the "New Note"); and

WHEREAS, Mortgagee has agreed to the Borrower's request to supplement and modify the aforementioned Mortgage and to substitute the New Note on the terms and conditions as set forth herein; and

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WHEREAS, Borrower recognized and affirms that the lien of the aforesaid Mortgage held by Mortgagee is a valid and subsisting lien on the real property located in <u>COOK</u> County, State of Illinois, legally described in Exhibit "A" attached hereto and incorporated by reference herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and upon the expressed condition that the lien of the Mortgage is a valid and subsisting lien on the premises legally described in Exhibit "A" and on the further condition that the execution of this Supplement and Modification of the Mortgage and Note will not impair the lien of said Mortgage and that it is understood that upon a breach of said conditions or either of them, that this Agreement will not take effect and shall be void.

#### IT IS HEREBY AGREED as follows:

- 1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.
- 2. Borrower hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Mortgage and Note to be performed by the Borrower therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Mortgage.
- 3. It is further agreed, however, that the Mortgage and Note on which there is an outstanding balance of \$50,000.00 , as aforesaid and which is due currently to be paid in full no later than JUNE 10. 1993 , shall be modified to substitute the New Note in the principal amount of STXTY FIVE THOUSAND AND NO/100 ...

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The New Note will bear interest from the date hereof at a per annum rate of the Prime rate as defined in the New Note on balances of \$75,000.00 and over, the Prime rate plus ½% on balances of \$25,000.00 and over, but less than \$75,000.00 and the Prime rate plus 1% on balances under \$25,000.00. Interest is payable monthly on the 25TH day of each month commencing on SEPTEMBER 25, 1988 with a final payment of all unpeid principal and interest due and payable on JUNE 10, 1993.

All payments shall be made in lawful money of the United States at the offices of LASALLE BANK NORTHBROOK , 1200 Shermer Road, Northbrook, Illinois, 60062, or such other place that the holder may from time to time in writing elect.

- 4. The Mortgage, as hereby supplemented and modified is subject to all the provisions contained in said Mortgage and the New Note, and Borrower specifically agrees, recognized and affirms that the Mortgage is supplemented and modified to secure the performance of all those covenants, agreements and conditions contained in all the instruments pertaining to the repayment of the New Note.
- 5. Borrower agrees that if a default is made in the payment of any interest in the New Note when due, or if there shall be any other breach or default of the terms, conditions, and covenants of the Mortgage, the New Note, any guaranty or other instrument securing repayment of the New Note, then the entire principal balance, together with all accrued interest shall, at the option of the Mortgagee, as holder of the New Note, become due and payable immediately without further notice.

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- 6. All the real property described in the Mortgage shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and nothing done pursuant hereto shall effect or be the conveyance affected by the Mortgage except as expressly provided herein.
- 7. The original signed copy of the Supplement and Modification shall be duly recorded in the Office of the Recorder of Deeds, COOK County, Illinois. This Supplement and Modification, together with the original Mortgage and the New Note, shall constitute the terms and conditions of the Mortgage and the New Note and shall be binding upon Borrower and its successors and assigns.

IN WITNESS MAEREOF,

have caused these presents to be executed as of the day and year first written above.

BORROWER:
DAVID A. VECTSLER
Chron E. Wecheler
SUSAN E. WECHSLER

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EXECUTED AND DELIVERED AS OF THIS 8TH DAY OF SEPTEMBER , 19 88

LASALLE BANK NORTHBROOK 1200 SHERMER ROAD NORTHBROOK, ILLINOIS 60062

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Ву:			

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STATE OF ILLINOIS)

COUNTY OF DUPAGE )

I, CATHERINE A. PIETRZYK , Notary Public and for said county, in the State aforesaid, do hereby certify that DAVID A. WECHSLER & SUSAN E. WECHSLER, HIS WIFE AS JOINT TENANTS personally known to me to be the same person (s) who subscribed to the foregoing instrument, appeared before by this day in person and everally acknowledged that he signed and delivered the said instrument for the uses and purposes set forth therein.

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Given under my hand and official seal this 8TH

day of SEPTEMBER

1988 .

" OFFICIAL SEAL"
CATHERINE A. PIETRZYK
NOTARY PUBLIC, STATE OF ILLINUS
MY COMMISSION EXPIRES 8/11/92

Notary Public

My Commission Expires: 08-11-92

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THIS DOCUMENT PREPARED BY:

LaSalle Bank Northbrook 1200 Shermer Road Northbrook, Illinois 60062

Mail to:

LaSalle Bank Northbrook 1200 Shermer Road Northbrook, Illinois 60062 DEPT-01

\$16.25

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COOK COUNTY RECORDER

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EXHIBIT "A"

Legal Description:

LOT 52 IN THE WILLOWS, UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWSNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office 88437143