SUPPLEMENT AND MODIFICATION TO MORTGAGE AND NOTE

88581583

This Supplement and Modification to Mortgage and Note
entered into this 14TH day of DECEMBER , 1988 ,
by and between <u>RUTH E. GOLDSMITH F/K/A RHTH E. SAICHEK, DICORCED AND NOT SINCE REMARRIED</u>
(hereinafter referred to as "Borrower") and LASALLE BANK
NORTHBROOK, (hereinafter referred to as "Mortgagee").
WITNESSETH:
WHEREAS, Borrower made and delivered that certain Note dated (

WITNESSETH:

WHEREAS, Borrower made and delivered that certain Note dated
WHEREAS, Borrower made and delivered that certain Note dated MAY 10, , 1988 in the principal amount of TWENTY FIVE
THOUSAND AND NO/100 (\$ 25,000.00) (the "Note) to
Mortgagee, which Note is secured by the Mortgage dated MAY
10, 1988 , (the "Mortgage") which was recorded on
MAY 19, 1988 , as Document 36 , $88-213735$ in the Office
of the Recorder of Deeds, <u>COOK</u> County, Illinois; and
WHEREAS, the principal amount of $$25,000,00$ remains
unpaid as of the date hereof on the Note; and
WHEREAS, Borrower has requested that Mortgagee agree to substitute
a new Note dated <u>DECEMBER 14</u> , 19 <u>88</u> , in the principal amount of
\$50,000,00 (the "New Note"); and

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

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 recitais are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.
- 2. Borrower hereby covenants, premises 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.

- 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 covarined 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 Mew 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 withour further notice.

- 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 coaditions of the Mortgage and the New Note and shall be binding upon Borrower and its successors and assigns.

IN WITHESS WEREOF,

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

BORROWER:

RUTH E. GOLDSMITH F/K/A RUTH E. SAICHEK

EXECUTED AND DELIVERED AS OF THIS 14TH DAY OF DECEMBER 1988

LASALLE BANK NORTHBROOK 1200 SHERMER ROAD MORTHBROOK, HLLINOIS 60062

LASALLE BANK/MONTHBRONK

STATE OF ILLINOIS)
COUNTY OF
SS.

I, CATHERINE A. PIETRZYK , Notary Public and for said county, in the State aforesaid, do hereby certify that RUHE. COLDSMIN F/K/A RUHE. SAICHEK, DIVOKCED AND NOT SINCE REMARRIED 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 She signed and delivered the said instrument for the uses and purposes set forth therein.

Given under my hand and official seal this $$14{\rm TH}$$ day of DECEMBER $_{1988}$.

Notary Public

" OFFICIAL SEAL " {
CATHERINE A. PIETRZYK {
NOTARY PUBLIC, STATE OF ILLINOIS {
MY COMMISSION EXPIRES B/11/92 {

My Commission Expires:

THIS DOCUMENT PREPARED BY:

TaSalle Bank Northbrook 1200 Shermer koad Northbrook, [11]inois 60062

Mail to:

LiSalle Bank Morthbrook 1200 Shermer Road Northbrook, 111 inois 60062 ATTN: CATTE PLETRZYK

EXHIBIT "A"

Legal Description:

THE NORTH 75 FEET OF THE SOUTH 150 FEET OF THE NORTH 250 FEET OF THE EAST 10 RODS OF THE WEST 50 RODS OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE ST OF COLLARY CLOSES OFFICE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Toffin Digatest et 4,55 perf

Permanent Tax I.D. No. 04-10-200-112

Address: