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TA, I.D. #11-18-320-010-1002

This instrument was prepared by:

Angela Maurello
Citicorp Savings of Illinois
P.O. Box 4444
Chicago, IL 60680

FIRST AMENDMENT TO NOTE AND MORTGAGE

CITICORP SAVINGS

This First Amendment, made and entered into as of this 4 day of MAY, 19 88 by and between DONALD E. BALDOVIN, a bachelor ("Borrower") and Citicorp Savings of Illinois, A Federal Savings and Loan Association ("Citicorp Savings")

WITNESSETH:

Whereas, Citicorp Savings is the holder or servicer of a note executed by Borrower dated May 22, 1987 ("Note") secured by a mortgage recorded or registered with the Cook County Recorder of Deeds as Document Number 8729522, ("Mortgage") relating to the property commonly known as 1402 Oak Avenue, Evanston, Illinois 60201 and

Whereas, Borrower proposes to convey the property which is the subject of the Mortgage to an inter vivos trust with Donald E. Baldwin as Trustee under a Trust Agreement dated October 7, 1981, and known as Trust No. Donald E. Baldwin Trust Dated October 7, 1981, in which the Borrower shall be a beneficiary; and

Whereas, such conveyance by Borrower to an inter vivos trust is in violation of the terms of the Note and the Mortgage; and

Whereas, Citicorp Savings, without waiving or amending any term or provision of the Note or Mortgage, is willing to consent to such conveyance to an inter vivos trust but only on the following terms and conditions:

Now Therefore, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Borrower is hereby given consent to convey the property which is the subject of the Mortgage to an inter vivos trust with a trustee reasonably acceptable to Citicorp Savings. Any act of default under either the terms of the Note or Mortgage shall be an act of default under the terms of this First Amendment to Note and Mortgage. This First Amendment to Note and Mortgage shall be a Security Agreement under the terms of the Uniform Commercial Code.
2. The Note and Mortgage are hereby amended so that in addition to each and every other term of the Note or Mortgage there shall be added the following:
"It shall be an act of default by the Borrower under the terms of the Note and Mortgage, allowing Citicorp Savings to accelerate any and all amounts due thereunder and to foreclose its Mortgage, if all the beneficial interest of the Borrower in the inter vivos trust which holds title to the property which is the subject of the Mortgage is contracted to be assigned, conveyed, or sold or is assigned, conveyed, sold, or in any other manner transferred from the Borrower to any other individual, corporation, partnership person, or entity." Citicorp Savings shall be notified prior to the change of residence of the current Borrower.
3. In all other respects, the terms of the Note and Mortgage shall remain unamended and in full force and effect.

In Witness Whereof, the parties have hereunto set their hands and seals as of the date and year first above written.

Borrower:

Lender:

Donald E. Baldwin

Citicorp Savings of Illinois
A Federal Savings and Loan Association

By: Edward Conover
Bernard Conover - Vice President

Attest: Pamela Rastour
Pamela Rastour - Assistant Secretary

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Mail to: Citicorp Savings
P.O. Box 4444
Chicago, IL 60680
Attn: A. Maurello
#912345

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in or for said County, in the State aforesaid, do hereby certify that Donald E. Dalchow personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 11th day of April, 1988.

J. A. Ino
Notary Public

Commission expires:
My Commission Expires March 3, 1991

Property of Cook County Clerk

DEPT-01 RECORDING \$14.25
T#2222 TRAN 3303 05/18/88 13:38:00
#8707 # B * -88-212561
COOK COUNTY RECORDER

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that Bernard Conover personally known to me to be the Vice President of Citicorp Savings of Illinois, A Federal Savings and Loan Association, a corporation, and Pamela Bassieur personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such Vice President and Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of May, 1988.

Lawrence D. King
Notary Public

Commission expires:
10/88

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