

THIS AGREEMENT made this 31st day of July,
1989 by and between John W. Lee II and Margaret W. Lee,
his wife

herein referred to as Mortgagors and Republic Bank of
Chicago owner and holder of the note secured
by the following described Real Estate.

WITNESSETH:

THAT WHEREAS Mortgagor heretofore executed a certain
Note & Trust Deed dated the 2nd day of May,
1988, and recorded in the office of the Recorder
of Deeds, of Cook County, Illinois, on May
19, 1988, as Document Number 88214678,

conveying the following described premises to The
Republic Bank of Chicago, an Illinois Corporation, to se-
cure payment of a certain Principal Promissory Note executed
by said mortgagors dated May 2, 1988, payable
in the sum of \$ 25,000.00 as therein provided:
which was further extended by a Modification Agreement dated
May 2, 1989 and recorded in the Recorder of Deeds office of
Cook County, Illinois, on May 19, 1989 and recorded as
document #89217176.

(Legal Description)

Unit 703 together with its undivided percentage interest in the
common elements in 2626 Lakeview Condominium as delineated and
defined in the declaration recorded as document number 23671679,
in the Southwest 1/4 of Section 28, Township 40 North, Range 14,
East of the Third Principal Meridian, in Cook County, Illinois.

P/I/N: 14-28-318-064-1087
A/K/A: 2626 Lakeview, Suite 703, Chicago, Illinois 60614

89151652

MAIL TO: Frank J. Lynch, First V.P.
Republic Bank of Chicago
6501 S. Pulaski Road
Chicago IL 60629

AND WHEREAS SAID Note & Trust Deed securing said Principal
Promissory Note is a valid and subsisting lien on the premises
described therein.

AND WHEREAS the parties hereto have agreed upon certain
modifications of the terms of said Note and Trust Deed,
and to an extension of the time of payment of said Note, which
has a present unpaid balance due of \$25,000.00.

NOW, THEREFORE, in consideration of the premises, and the
mutual promises and agreements hereinafter made by and between
the parties hereto, the said parties do hereby mutually agree
as follows: That said Note & Trust Deed be and the same as hereby
modified to show the maturity date ~~payment~~ due on the first day
of November, 1989, ~~with the first day of~~ ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ ~~with the first day of~~
~~payments of \$xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ ~~including principal~~
rate of *Prime + 1 1/2 percent per annum. (Currently 12%)

"Prime Rate" means the rate of interest announced or established from time to time by the Bank as its prime rate which is not necessarily the lowest interest rate offered from time to time by the Bank to any of its customers. The Prime Rate will fluctuate hereunder from time to time and the effective date of any change in the Prime Rate shall be the day of such change as announced or established by the Bank with or without notice to anyone. Interest on this Note shall be computed based upon a 360-day year for the actual number of days elapsed. Interest shall continue to accrue when payments received are not collected funds and until such funds are collected. If payment becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the State of Illinois, the due date shall be extended to the next business day.

UNOFFICIAL COPY

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GIVEN under my hand and notarial seal, this 31st day of July, 19 89.

I, Dava A. Kozlowski, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Frank J. Lynch, 1st Vice President of Republic Bank of Chicago and Jean Eggert, Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)

ATTEST: Jean Eggert, Secretary BY: FRANK J. LYNCH, First Vice President
REPUBLIC BANK OF CHICAGO

I, _____, an Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that _____ whose name _____ personally know to me to be the same person _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of _____, 19 _____.

STATE OF ILLINOIS)
COUNTY OF _____)
MARGARET DEPT. OF RECORDING
145555 TRAN 1994 09/25/89 10:44:00
#3069 # E * 89-451652
COOK COUNTY RECORDER

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT ALL PROVISIONS OF said Note and Trust Deed shall remain unchanged and in full force and effect for and during said extended period except only as herein specifically modified, and further that in the event of default in the payment of principal or interest due under said Note as herein modified, or in the event of failure to perform any and all of the agreements contained in said Note & Trust Deed as herein modified, the entire amount of unpaid principal and interest shall at the option of the holder thereof become immediately due and payable without notice or demand; that all the rights and obligations under said Note & Trust Deed as modified shall extend to and be binding on the successors and assigns of the parties hereto. WITNESS the hand s _____ and seals _____ of mortgagors, this day and year above written.

(X) _____
JOHN W. LEE II
(X) _____

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