

FIXED RATE NOTE AND MORTGAGE
FIRST MODIFICATION AGREEMENT

THIS FIXED RATE NOTE AND MORTGAGE FIRST MODIFICATION AGREEMENT (THE "AGREEMENT") IS MADE AS OF THE 15TH DAY OF SEPTEMBER 1989 BY AND BETWEEN DANIEL J. BROWN & MARGARET C. BROWN, HIS WIFE ("BORROWER"), AND OLD KENT BANK - CHICAGO, AN ILLINOIS BANKING ASSOCIATION ("OLD KENT BANK"), FORMERLY KNOWN AS UNIBANCTRUST COMPANY.

WITNESSETH:

WHEREAS, OLD KENT BANK HAS LOANED NINETY FIVE THOUSAND SIX HUNDRED AND 00/100 (\$ 95,600.00) TO BORROWER (THE "LOAN");

WHEREAS, THE LOAN IS EVIDENCED BY A NOTE DATED JULY 27 19 79, MADE BY BORROWER IN THE PRINCIPAL AMOUNT OF NINETY FIVE THOUSAND SIX HUNDRED AND 00/100 (\$ 95,600.00) (THE "NOTE") AND

WHEREAS, THE NOTE IS SECURED BY A MORTGAGE DATED JULY 27 19 79, MADE BY BORROWER TO OLD KENT BANK AND RECORDED AUGUST 13 19 79, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 25096636 (THE "MORTGAGE"), WHICH MORTGAGE ENCUMBERS THE PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO (THE "PROPERTY"); AND

WHEREAS, THE BORROWER HAS REQUESTED AND OLD KENT BANK HAS AGREED TO MODIFY THE TERMS AND CONDITIONS OF THE NOTE AND MORTGAGE IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREIN CONTAINED;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, BORROWER AND OLD KENT BANK AGREE AS FOLLOWS:

1. THE DATE "OCT. 1, 1979" (THE "ORIGINAL" MATURITY DATE"), WHENEVER IT APPEARS IN THE NOTE AND THE MORTGAGE IS HEREBY DELETED AND "OCT. 1, 1994" (THE "NEW MATURITY DATE" IS SUBSTITUTED THEREFOR, THEREBY EXTENDING THE MATURITY DATE OF THE NOTE TO THE NEW MATURITY DATE.

2. NOTWITHSTANDING ANY PROVISIONS OF THE NOTE WHICH MAY BE OR APPEAR TO BE TO THE CONTRARY, FROM AND AFTER THE DATE OF THIS AGREEMENT UNTIL THE FULL AMOUNT OF THE PRINCIPAL INDEBTEDNESS EVIDENCED BY THE NOTE BECOMES DUE, WHETHER BY ACCELERATION OR OTHERWISE, THE NOTE SHALL BEAR INTEREST AT AN ANNUAL RATE OF NINE AND ONE HALF PERCENT (9.50%); PROVIDED, HOWEVER, THAT ANY PAYMENT OF PRINCIPAL OR INTEREST WHICH IS NOT PAID WHEN DUE, WHETHER BY ACCELERATION OR OTHERWISE, SHALL BEAR INTEREST AT AN ANNUAL RATE OF EIGHTEEN PERCENT (18.00%).

3. NOTWITHSTANDING ANY PROVISIONS OF THE NOTE WHICH MAY BE OR APPEAR TO BE TO THE CONTRARY, FROM AND AFTER THE DATE OF THIS AGREEMENT AND CONTINUING UNTIL THE FULL AMOUNT OF THE PRINCIPAL INDEBTEDNESS EVIDENCED BY THE NOTE BECOMES DUE, WHETHER BY ACCELERATION OR OTHERWISE, THE MONTHLY PAYMENT OF PRINCIPAL AND INTEREST TO BE PAID BY BORROWER UNDER THE NOTE SHALL BE NINE HUNDRED SEVEN AND 81/100 DOLLARS (\$ 907.81) WITH THE FIRST SUCH PAYMENT BEING DUE OCTOBER 1, 19 89.

4. THE BORROWER HEREBY ACKNOWLEDGES THAT, AS OF THE DATE OF THIS AGREEMENT, THE OUTSTANDING PRINCIPAL BALANCE OWED UNDER THE NOTE IS EIGHTY SIX THOUSAND NINE HUNDRED THIRTY SIX AND 24/100 \$6,936.24 AND THE OUTSTANDING INTEREST OWED UNDER THE NOTE WHICH IS DUE AS OF THE DATE OF THIS AGREEMENT IS Z E R O (\$ 00.00).

5. AS USED IN THE NOTE AND MORTGAGE, THE TERMS "NOTE" AND "MORTGAGE" SHALL MEAN AND INCLUDE EACH OF SAID INSTRUMENTS, RESPECTIVELY AS SUPPLEMENTED AND MODIFIED BY THIS AGREEMENT.

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6. EXCEPT AS EXPRESSLY SUPPLEMENTED AND MODIFIED HEREBY, THE TERMS AND PROVISIONS OF THE NOTE AND OF THE MORTGAGE CONTINUE IN FULL FORCE AND EFFECT AND EACH IS HERBY RATIFIED, ADOPTED AND CONFIRMED.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED OR CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

OLD KENT BANK - CHICAGO

BY: Robert Park
ITS: VICE PRESIDENT

ATTEST:

[Signature]
ITS: Notary Public

BORROWERS:

[Signature]
DANIEL J. BROWN
Margaret C. Brown
MARGARET C. BROWN

STATE OF ILLINOIS

COUNTY OF Cook

(LENDER)

I, the undersigned, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE ABOVE NAMED Robert Park AND James West OF OLD KENT BANK, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH Vice President AND Real Estate Officer RESPECTIVELY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 21st DAY OF Sept, 19 29.

" OFFICIAL SEAL "
Jo Anne M. Luna
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-28-31

[Signature]
Jo Anne M. Luna
NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF Cook

I, the undersigned, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT Margaret C. Brown PERSONALLY KNOWN TO ME TO BE THE SAME PERSON (S) WHOSE NAME (S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT they SIGNED AND DELIVERED SAID INSTRUMENT AS their FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 20th DAY OF Sept 19 29.

" OFFICIAL SEAL "
Jo Anne M. Luna
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-28-31

[Signature]
Jo Anne M. Luna
NOTARY PUBLIC

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EXHIBIT "A" LEGAL DESCRIPTION

UNIT NUMBER 6 "E" AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE (HEREINAFTER COLLECTIVELY REFERRED TO AS "PARCEL"):

PARCEL 1:

LOTS "B" 7 "C" IN THE SUBDIVISION OF LOTS 1 AND 23 IN BLOCK 4 IN PELEO HALL'S ADDITION TO CHICAGO IN THE NORTH WEST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID PREMISES THAT PORTION THEREOF WHICH IS EMBRACED WITHIN THE STREET KNOWN AS SHERIDAN ROAD AS LOCATED BY THE PLAT RECORDED IN THE OFFICE OF THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 5, 1896 IN BOOK 69 OF PLATS PAGE 41) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 22 IN BLOCK 4 IN PELEO HALL'S ADDITION TO CHICAGO BEING A SUBDIVISION OF LOTS 1, 2 AND 3 IN RUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37 IN PINE GROVE IN THE NORTH WEST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE 3800 LAKE SHORE DRIVE CONDOMINIUM ASSOCIATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 24, 1978, AND KNOWN AS TRUST NUMBER 426 79 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 24647550 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

14-21-103-030 1071

Prepared by: *Old Kent Bk. No. 2100*

*Seas Tower
Chicago, IL 60606*

June 12/77

COOK COUNTY CLERK'S OFFICE
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