

FIXED RATE NOTE AND MORTGAGE **89491135**  
FIRST MODIFICATION AGREEMENT

THIS FIXED RATE NOTE AND MORTGAGE FIRST MODIFICATION AGREEMENT (THE "AGREEMENT") IS MADE AS OF THE 1st DAY OF OCTOBER 1989 BY AND BETWEEN CATHERINE E. MOYLAN, A WIDOW ("BORROWER"), AND OLD KENT BANK - CHICAGO, AN ILLINOIS BANKING ASSOCIATION ("OLD KENT BANK"), FORMERLY KNOWN AS ENBANCORP COMPANY.

RECEIVED  
743333 TRAM 2272 10/17/89 10:33:00 \$13.00  
#0757 + C \* - 89 - 491135  
COOK COUNTY RECORDER

**89491135**

WITNESSETH:

WHEREAS, OLD KENT BANK HAS LOANED FIFTY THOUSAND AND 00/100 DOLLARS (\$ 50,000.00 ) TO BORROWER (THE "LOAN");

WHEREAS, THE LOAN IS EVIDENCED BY A NOTE DATED SEPTEMBER 4 19 84, MADE BY BORROWER IN THE PRINCIPAL AMOUNT OF FIFTY THOUSAND AND 00/100 DOLLARS (\$ 50,000.00 ) (THE "NOTE") AND

WHEREAS, THE NOTE IS SECURED BY A MORTGAGE DATED SEPTEMBER 4 19 84, MADE BY BORROWER TO OLD KENT BANK AND RECORDED SEPTEMBER 7 19 84, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 27245333 (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 "OCTOBER 1, 1989" (THE "ORIGINAL" MATURITY DATE"), WHENEVER IT APPEARS IN THE NOTE AND THE MORTGAGE IS HEREBY DELETED AND "OCTOBER 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 FOUR HUNDRED TWENTY FOUR AND 46/100 DOLLARS (\$ 424.46 ) WITH THE FIRST SUCH PAYMENT BEING DUE NOVEMBER 1, 1989.

4. THE BORROWER HEREBY ACKNOWLEDGES THAT, AS OF THE DATE OF THIS AGREEMENT, THE OUTSTANDING PRINCIPAL BALANCE OWED UNDER THE NOTE IS FORTY EIGHT THOUSAND FIVE HUNDRED EIGHTY TWO AND 54/100 48,582.54 ) 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 P. Puro  
ITS: VICE PRESIDENT

ATTEST:

Colleen R. Puro

ITS: Real Estate Lic. Office

BORROWERS:

Catherine E. Moylan  
CATHERINE E. MOYLAN

STATE OF ILLINOIS

COUNTY OF Cook

(LENDER)

I, the undersigned, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT Robert Puro AND Colleen R. Puro 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 Lic. Office 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 13th DAY OF October, 19 89.

" OFFICIAL SEAL "  
Jo Anne M. Luna  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/18/91

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 Catherine E. Moylan 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 she SIGNED AND DELIVERED SAID INSTRUMENT AS loan FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 17th DAY OF October, 19 89.

" OFFICIAL SEAL "  
Jo Anne M. Luna  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/18/91

Jo Anne M. Luna  
NOTARY PUBLIC

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FIXED RATE NOTE AND MORTGAGE  
FIRST MODIFICATION AGREEMENT

EXHIBIT "A"  
LEGAL DESCRIPTION

PARCEL 1:

UNIT NUMBER 'C'-2, IN LANDERS HOUSE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:  
ALL OF LOT 10 AND THE NORTH 1/2 OF LOT 11, TOGETHER WITH ALL OF THE VACATED ALLEY LYING WEST OF AND ADJOINING LOT 10 AND THE NORTH 1/2 OF LOT 11, ALL IN BLOCK 8 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGUES ADDITION, TO OAK PARK, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25646856; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NUMBERS 30 AND 31, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 25646856.

15-01-406-032-1009

PREPARED BY: OLD KENT BANK-JO. LUNA  
SEARS TOWER  
CHICAGO, IL. 60606

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