

"It shall be an act of default by the Borrower under the terms of the Note and Mortgage, allowing CMI to accelerate any and all amounts due thereunder and to foreclose the Mortgage, if all or any part of the beneficial interest of the Borrower in the Illinois land trust or 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 (other than the first collateral assignee as agreed to by CMI on the Second Collateral Assignment of the Beneficial Interest so stated in Item #1 of this Amendment if the conveyance is to an Illinois land trust). CMI shall be notified prior to the change of residence of the current Borrower."

2. The following provision is hereby added to the Note and Mortgage:

1. Borrower is hereby given consent to convey the property which is the subject of the Mortgage to the above mentioned Illinois land trust or inter vivos trust with a trustee reasonably acceptable to CMI. If such conveyance is to an Illinois land trust, borrower will, as additional security for the indebtedness evidenced by the Note, prepare and deliver to CMI simultaneously with the establishment of such Illinois land trust a Second Collateral Assignment of the Beneficial Interest of such Illinois land trust in the form provided by CMI which shall have been duly accepted by the land trustee. 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.

and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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:

WHEREAS, CMI, without waiving or amending any term or provision of the Note or Mortgage, is willing to consent to such conveyance but only on the following terms and conditions:

WHEREAS, such conveyance by Borrower is in violation of the terms of the Note and the Mortgage; and WHEREAS, Borrower proposes to convey the property which is the subject of the Mortgage to an Illinois land trust or inter vivos trust with a trustee under a Trust Agreement dated May 9, 1990, and known as Trust No. 11969-03, in which the Borrower shall be a beneficiary(ies); and

WHEREAS, CMI is the holder or servicer of a Note executed by Borrower dated July 13, 1989 ("Note"), secured by a Mortgage recorded or registered with the Cook County Recorder of Deeds as Document Number 89-330012 ("Mortgage") relating to the property commonly known as 139 N. North Park, Chgo. IL 60614 and by and between Walter R. Glade Manager ("Borrower") and Citicorp Mortgage, Inc. ("CMI"), a Delaware corporation

WITNESSETH:

FIRST AMENDMENT TO NOTE AND MORTGAGE

When recorded return to:  
Citicorp Mortgage, Inc.  
Mail Station 312  
P. O. Box 790012  
St. Louis, MO 63179-0012

90268602

CITICORP MORTGAGE

209989206

UNOFFICIAL COPY

90268602

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20969206

My Commission Expires:

NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES 1/31/92

LISA M. SMITHSON  
NOTARY PUBLIC Lisa M. Smithson

(SEAL)

*Lisa M. Smithson*

Given under my hand and official seal, this 16th day of May, 1990

I, the undersigned, a Notary Public in or for the County and State aforesaid, do hereby certify that an Assistant Vice President of Citicorp Mortgage, Inc., a Delaware corporation, and Cindy A. Price, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be Kelly Evers, personally known to me to be the corporate seal of said corporation, as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

COUNTY OF ST. LOUIS

STATE OF MISSOURI

SS

COOK COUNTY RECORDER

#2733 # E \* -90-268602

T#5555 TRAN 7203 06/07/90 14:35:00

DEPT-01 RECORDING \$13.00

My Commission Expires

NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 1/23/93

(SEAL)

KIMBERLY JOHNSON  
OFFICIAL NOTARY

NOTARY PUBLIC

Given under my hand and official seal, this 16th day of February, 1990

I, the undersigned, a Notary Public in or for said County, the State aforesaid, do hereby certify that person(s) whose name(s) is/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.

STATE OF ILLINOIS

COUNTY OF Cook

SS

ATTEST: Kelly Evers, Asst. Secretary

ATTEST: Cindy A. Price, Asst. Vice President

BY:

CITICORP MORTGAGE, INC.

(SEAL)

Lender/Service:

BY:

*Charles R. Grode*  
1/23/90

Borrower:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date and year first above written.

3. In all other respects, the terms of the Note and Mortgage shall remain unamended and in full force and effect.