

# UNOFFICIAL COPY 69

## MODIFICATION OF NOTE AND MORTGAGE

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THIS AGREEMENT is entered into this   th day of    July, 1991, by and between Blair Investment Group, an Illinois general partnership, ("Borrower") and CONFEDERATION LIFE INSURANCE COMPANY ("Lender").

### RECITALS

1. Borrower executed a Promissory Note (the "Note") payable to the order of Lender dated September 29, 1986 in the original principal amount of \$945,000.00;

2. Borrower executed an Amended and Restated Promissory Note ("Amendment") payable to Lender dated July 10, 1989;

3. As security for the Note, Borrower executed a Mortgage, Assignment of Leases and Security Agreement (the "Mortgage") in favor of Lender dated September 29, 1986 recorded with the Recorder of Deeds of Cook County, Illinois as Document No. 86453035 securing the Note:

4. Borrower and Lender hereby confirm that all interest due for the period from the date of the Note to June 10, 1991 has been paid, and that the outstanding principal balance of the Note as of the date hereof is \$891,587.89;

5. Borrower is the present owner of the Mortgaged Property (as defined in the Mortgage), and Lender is the present holder of the Note and Mortgage; and

6. Pursuant to the provisions of the Note, Borrower and Lender have agreed to modify certain provisions of the Note as hereinafter set forth, and desire to execute and record this Agreement in order to evidence and give record notice that the Note as amended hereby is secured by the lien and effect of the Mortgage.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

1. Effective as of October 10, 1991, the rate of interest payable under the Note (the "Adjusted Interest Rate" as referenced in the on page 1 of the Note) shall be ten and one-quarter percent (10.250%) per annum.

2. The monthly installments set forth in the first paragraph of the Note shall be changed from \$8,339.00 to \$8,705.00 (the "Adjusted Monthly Payments" as set forth on page (1) of the Note), commencing with the payment to be made on November 10, 1991.

THIS INSTRUMENT PREPARED BY:

Ross Friend  
Confederation Life Insurance Co.  
260 Interstate North Circle  
Atlanta, GA 30339



AFTER RECORDING RETURN TO:

Kris E. Curran  
Coffield Ungaretti & Harris  
3500 Three First National Plaza  
Chicago, IL 60602

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Document is without a  
legal description. Customer  
paid the \$2.00 additional fee.

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3. Except as herein modified, the terms and provisions of the Note and the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, Borrower and Lender have caused their hands and seals to be affixed to the Agreement as of the day and year first above written.

Signed, sealed and delivered in my presence as witness:

BLAIR INVESTMENT GROUP

By: Thomas R. Frawley Managing General Partner  
Borrower THOMAS R. FRAWLEY, Managing General Partner

James A. [Signature]  
As to Borrower

\_\_\_\_\_  
Borrower

APPROVED FOR EXECUTION  
[Signature]  
U.S. Mgt. Inv.

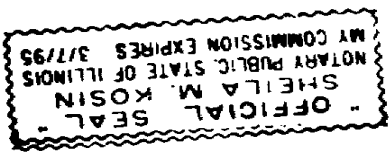
Lender:  
CONFEDERATION LIFE INSURANCE COMPANY

\_\_\_\_\_  
As to Lender

By: [Signature] RICHARD C. WARNER  
INVESTMENT VICE PRESIDENT  
MORTGAGE INVESTMENTS  
By: [Signature]  
KEVIN ELLIS  
MANAGER, U.S. MORTGAGE INVESTMENTS

STATE OF ILLINOIS  
COUNTY OF COOK

THE FOREGOING INSTRUMENT was acknowledged before me this 9th day of July, 1991, by Thomas R. Frawley, as Managing General Partner of Blair Investment Group, an Illinois general partnership



[Signature]  
Notary Public, State of Illinois  
My Commission Expires:  
March 7, 1995

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## EXHIBIT B

### Legal Description

Lots 22, 24 and 25 in Loda's Pleasant View Addition, a Subdivision in the Northeast 1/4 of the Southwest 1/4 (South of Webbs Railroad) of Section 18, Township 27 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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Address 6823-6842 Loda Drive,  
North, Cook County, Illinois

PIN: 24-18-317-009-000  
24-18-317-005-000  
24-18-317-006-000

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STATE OF GEORGIA )  
 ) SS:  
COUNTY OF COBB )

BEFORE ME, a Notary Public in and for the said County and State, personally appeared the above named Richard C. Warner, known to me to be the Investment Vice President, Mortgage Investments, and Kevin Ellis, known to me to be the Manager, Mortgage Investments of Confederation Life Insurance Company, and acknowledged the signing of the foregoing instrument to be their voluntary act and deed, and the voluntary act and deed of the said Confederation Life Insurance Company.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my notarial seal on the 20th day of August, 1991.

*Richard C. Warner*

NOTARY PUBLIC IN AND FOR  
Said County and State

My Commission Expires:

Notary Public Cobb County Georgia  
My Commission Expires September 21 1991

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