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DEPT-01 RECORDINGS \$13.00
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#3015 # F #-91-592552
COOK COUNTY RECORDER

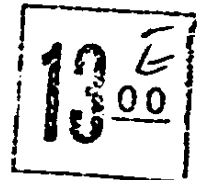
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MODIFICATION AGREEMENT
to a Promissory Note(s)
and to a Mortgage held by
BRICKYARD BANK

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is October 20, 1991, and the parties are the following.

MORTGAGOR OF PROPERTY/BORROWER:
MARSHALL MAUER
8212 N MC CORMICK
SKOKIE, ILLINOIS 60076
Social Security # 350-40-0818
HUSBAND OF FRANCES MAUER
FRANCES MAUER
3360 W ALBION
LINCOLNWOOD, IL 60645
Social Security # 331-50-2311
WIFE OF MARSHALL MAUER

BANK:
BRICKYARD BANK
an ILLINOIS banking corporation
6678 North Lincoln Ave.
Lincolnwood, Illinois 60645-3631
Tax I.D. # 36-2993012
(as Mortgagee)



2. BACKGROUND. Borrower executed a promissory note payable to the order of Bank dated October 20, 1991, (Note) evidencing a loan (Loan) which Note is further described as follows: Note number 2254, in the principal amount of \$110,133.33, and payable on October 20, 1991. As of the date of this Agreement, the principal balance on the Note is \$77,133.32. The total amount currently due on the Note is \$77,133.32. Borrower and Bank hereby agree to modify the Note on the following terms contained in this Agreement.

3. SECURITY. This Agreement is secured by the following type(s) (or items) of property (Collateral):
Real Estate 3360 W. ALBION, LINCOLNWOOD, IL 60645
The real property portion of the Collateral includes the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

LOT 31 IN RANCE VILLAGE IN LINCOLNWOOD A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE EAST 660 FEET THEREOF) IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 16, 1954 AS DOCUMENT 15989192, IN COOK COUNTY, ILLINOIS. PIN: 10-43-105-040

The Property may be commonly referred to as **3360 W ALBION, LINCOLNWOOD, IL 60645**

The term "Collateral" further includes, but is not limited to, the following property, whether now owned or hereafter acquired, and whether or not held by a bailee for the benefit of the Owner or owners, all accessions, accessories, additions, cash, fittings, increases, insurance benefits and proceeds, parts, products, profits, renewals, rents, replacements, special tools and substitutions, together with all books and records pertaining to the Collateral and access to the equipment containing such books and records including computer stored information and all software relating thereto, plus all cash and non-cash proceeds and all proceeds of proceeds arising from the type(s) (items) of property listed above.

4. MODIFICATION. The above described note(s) have been renewed and the Renewal Note (Renewal Note) now evidences the indebtedness (Obligation) of MARSHALL MAUER and FRANCES MAUER (Borrower) to Bank as evidenced by Borrower's promissory note payable to the order of Bank dated October 20, 1991 evidencing a loan (Loan) in the principal amount of \$77,133.32. Subject to the actual terms and conditions under the

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Renewal Note, the following provisions of the Loan have been modified to read as follows:

CHANGED MATURITY DATE TO 10-20-92

5. COVENANTS AND WARRANTIES BY MORTGAGOR. Mortgagor affirmatively represents, warrants and covenants:

A. that mortgagor has good and marketable title to all of the Property; and
B. that the Property is subject to no outstanding liens or other encumbrances, except MORTGAGE DATED OCTOBER 25, 1989 AND RECORDED OCTOBER 31, 1989 A DOCUMENT #89516676 MADE TO MARSHALL MAUER AND FRANCES MAUER, HIS WIFE, TO BRICKYARD BANK A CORPORATION OF ILLINOIS, TO SECURE A NOTE FOR \$166,133.33.

6. CONTINUATION OF ALL OTHER TERMS AND CONDITIONS. All other terms and conditions of this Loan contained in the loan documents not specifically referred to and modified herein continue in full force and effect.

7. RECEIPT OF COPY. Borrower acknowledges receiving a copy of this Agreement.

BORROWER:

Marshall Mauers
MARSHALL MAUER
Individually
Frances Mauers
FRANCES MAUER
Individually

BANK:

BRICKYARD BANK
an ILLINOIS banking corporation
Connie Griffen
CONNIE GRIFFIN LOAN OFFICER

[Corporate Seal]

ATTEST:

(Corporate seal may be affixed, but failure to affix shall not affect validity of instrument.)

STATE OF ILLINOIS

COUNTY OF COOK

On this 20th day of October, 1991, Barbara R. holder

MARSHALL MAUER, HUSBAND OF FRANCES MAUER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s/he) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires: 11/12/93

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me on 10/20/91

My commission expires: 11/12/93

OFFICIAL SEAL
BARBARA R. HOLDER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 12, 1993

1991
BY FRANCES MAUER
NOTARY PUBLIC
Frances Mauers

This document was prepared by BRICKYARD BANK, 6676 North Lincoln Ave., Lincolnwood, Illinois 60465-3631.

Please return this document after recording to BRICKYARD BANK, 6676 North Lincoln Ave., Lincolnwood, Illinois 60465-3631.

THIS IS THE LAST PAGE OF A 2 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

UNOFFICIAL COPY