

UNOFFICIAL COPY

92466185

Marcy Swesnik

THIS AGREEMENT dated as of the 1st day of February, 1992 by
 and between American National Bank as Trustee U/A D/T/D April 3, 1991 Known as
 Trust No. 113673-07 (hereinafter called the "Borrower"), and
 THE NORTHERN TRUST COMPANY (hereinafter called the "Lender"),
 WITNESSETH THAT:

WHEREAS, the Borrower executed and delivered to the lender a Note
 dated April 12, 1991 in the amount of \$55,000.00 now
 reduced by payments to a current balance of \$54,742.08 being
 originally payable in monthly installments of \$457.46 commencing
 June 1, 1991 with a final installment due May 1, 2021
 said installments including interest on the unpaid principal balance at
 the rate of 9.375% per annum (said instrument being hereinafter called
 the "Note"); and

WHEREAS, the Borrower executed and delivered to the lender a
 MORTGAGE dated April 12, 1991 securing the Note and conveying
 and mortgaging real estate located in Cook County, STATE OF
 ILLINOIS, legally described as follows:

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SEE ATTACHED LEGAL DESCRIPTION

DEPT. 11 RECORDS \$27.50
 117722 IRPN 0428 06/26/92 13:08:00
 11622 : G * - 92-466185
 COOK COUNTY RECORDER

10-16-204-029-1027 4901 West Golf Road - Unit 303, Skokie, IL 60077
 said MORTGAGE being recorded in the Office of the Recorder of Deeds
 of Cook County, ILLINOIS, on April 12, 1991 as Document
 Number LR-3956530 ; and

WHEREAS, the parties hereto wish to change both the rate of
 interest and the amount of the monthly installments as provided in said
 Note, to affirm that the Note as so amended is secured by the lien of
 the said MORTGAGE, and to confirm that all references to the Note and
 underlying indebtedness in the said MORTGAGE, shall henceforth stand as
 reference to the Note and underlying indebtedness as hereby amended;
 and

WHEREAS, the Lender represents that it is the owner and holder of
 the Note, and Borrower represents that it is the owner of the said
 real estate and all improvements thereon and that there are no liens
 (except for taxes not yet due) or mortgages on the said real estate and
 improvements except in favor of the Bank;

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Office

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RIDER - LEGAL DESCRIPTION

PARCEL 1: UNIT 303 AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 18TH DAY OF JUNE, 1975, AS DOCUMENT NUMBER 2813918 TOGETHER WITH AN UNDIVIDED 1.74364 PERCENT INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES:

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE EAST 33 RODS OF SAID NORTHEAST 1/4; THENCE SOUTH 00 DEGREES 03 MINUTES 30 SECONDS WEST ON THE WEST LINE OF SAID EAST 33 RODS OF THE NORTHEAST 1/4, A DISTANCE OF 153.12 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.57 FEET FOR THE PLACE OF BEGINNING OF THE TRACT OF LAND HEREINAFTER DESCRIBED; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 79.0 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.41 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 181.63 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 79.0 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.0 FEET; THENCE SOUTH 79 DEGREES 36 MINUTES 32 SECONDS EAST, A DISTANCE OF 44.40 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 12.0 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 104.78 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DOCUMENTS FILED AS NUMBERS LR2613087, LR2530976 AND LR2630725, IN COOK COUNTY, ILLINOIS.

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Clerk's Office

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NOW, THEREFORE, for valuable consideration, the receipt whereof is hereby mutually acknowledged, the parties hereto agree as follows:

1. That the Lender hereby agrees that wherever the interest rate of 9.375% appears in said Note that it be changed to read: 7.875% and that the monthly installments be changed from \$457.46 to \$519.20 and the Borrower agrees that it will pay the holder of the Note or to its order the principal sum of \$54,742.08 and interest accruing from and after February 1, 1992 on the balance of principal remaining from time to time unpaid at the rate of 7.875% per annum in installments as follows:

\$519.20 on the 1st day of March, 1992, and on the 1st day of each month thereafter until the Note is fully paid, except that the final payment of principal and interest if not sooner paid shall be due and payable the 1st day of February, 2007, all such payments to be applied first on interest at the rate of 7.875% per annum on the whole amount of said principal sum remaining from time to time unpaid and the balance on principal.

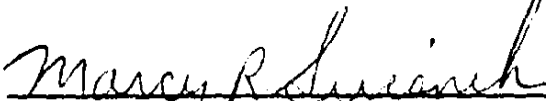
2. That the Lender agrees on behalf of itself and of any subsequent holder to mark the Note so as to reflect the terms of this Agreement before transferring or negotiating the same.

3. That the Borrower hereby agrees that the lien of the said Mortgage shall secure the Note as hereby amended to the same extent as if the Note as amended were set forth and described in the Mortgage.

4. That both parties hereto further mutually agree that all of the provisions, stipulations, powers and covenants in the said Note and Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them except as changed or modified in express terms by this Agreement.

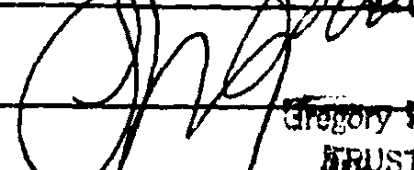
5. That this Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.



MARCY R. SWESNIK

AMERICAN NATIONAL BANK AS TRUSTEE
U/A D/T/D APRIL 3, 1994 KCM:AS
TRUST NO. 113673-07



Gregory S. Kasprzyk
TRUST OFFICER
THE NORTHERN TRUST COMPANY

BY: 

JAMES COUCH

ITS: _____

ATTEST: 

ITS: _____

This instrument is executed by the undersigned Lender and personally and solely as Trustee in the exercise of the power and authority conferred and invested in the said Trustee. It is assumed, intended and agreed that all of the warranties, representations, covenants, conditions, terms, and conditions herein made on the part of the Trustee are corroborated by the records maintained by the Lender and that the personal liability of personal representatives is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any agency, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

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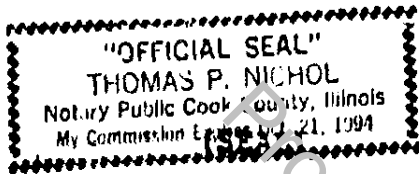
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STATE OF ILLINOIS)

) ss

COUNTY OF COOK)

I, THOMAS P. NICHOL, a Notary Public in and for said County, in the State aforesaid, do hereby certify that AMALY R. SUBSNIK and _____ personally appeared before me and acknowledged that (s)he (they) executed and delivered the foregoing instrument as his(her) (their) their free and voluntary act for the use and purposes therein set forth.



Given under my hand and notarial seal this 24 day of February, 1992.

Thomas Nichol
Notary Public

My Commission Expires: _____

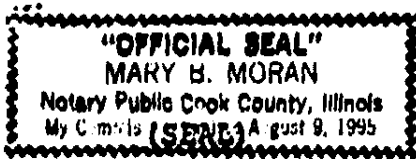
STATE OF ILLINOIS)

) ss

COUNTY OF COOK)

MARY B. MORAN

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that Clair M. Miller Vice President of THE NORTHERN TRUST COMPANY, and Thomas Nichol Assistant Secretary of THE NORTHERN TRUST COMPANY, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ Vice President and such Assistant Secretary and are personally known to me to be such _____ Vice President and such Assistant Secretary, appeared before me this day in person and acknowledged that they respectively signed and delivered and attested the said instrument as their free and voluntary act as such _____ Vice President and such Assistant Secretary, as aforesaid, and as the free and voluntary act of THE NORTHERN TRUST COMPANY for the uses and purposes therein set forth.



Given under my hand and notarial seal this 24th day of February, 1992.

Mary Moran
Notary Public

My Commission Expires: _____

THIS INSTRUMENT WAS PREPARED BY:

STEBBINS NELSON, ESQ.
50 S. LASALLE STREET
CHICAGO, IL 60675
(312) 444-3969

MAIL TO: THE NORTHERN TRUST COMPANY
Attn: T. Nichols
50 S. LaSalle Street
Chicago, IL 60675

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