

MORTGAGE LOAN MODIFICATION AGREEMENT

This MORTGAGE LOAN MODIFICATION AGREEMENT made and entered into on this FIRST day of JULY 1992 by and between

HARRIS TRUST AND SAVINGS BANK, TRUSTEE, UTA DATED MARCH 12, 1980, No. 40244

and BANK ONE, WILMETTE (~~aka First Illinois Bank of Wilmette~~ and not individually), whose mailing address is 1200 Central Avenue, Wilmette, Illinois 60091 ("Mortgagee").

WHEREAS, the Mortgagor has executed and delivered to the Mortgagee the Mortgage Note of the Mortgagor to the Mortgagee dated September 17, 1980 in the original amount of \$ 45,000.00 ("Note") secured by a Mortgage filed in the Office of the Recorder of Deeds, Cook County, Illinois, as Document No. 25605283, relating to the real estate and premises situated in the County of Cook, State of Illinois, and being legally described as follows:

(SEE RIDER ATTACHED AS EXHIBIT "A")

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WHEREAS, the parties desire to modify the Mortgage and in the manner hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, Mortgagor and Mortgagee acknowledge and agree as follows:

- The loan is a valid subsisting obligation of the Mortgagor with \$ 37,859.91 being the unpaid balance of the principal due on this indebtedness as evidenced by the Note.
- The Mortgagor, as of this date, has requested an additional loan in the amount of n/a (\$) making the principal balance outstanding now (\$).
- That there are no defenses or offsets against said obligation and that payment of the remainder of principal and interest thereon will be due in the following manner:

The payment of the remainder of the principal and interest shall be paid to the Mortgagor (including interest) in installments of Four hundred twenty three and sixty nine cents (\$ 423.69) on August 1, 1992, and a like sum on the first day of each and every month thereafter until the Note is fully paid except that, if not sooner paid, the final payment of principal and interest shall be due on July 1, 1997.

Effective as of and on July 1, 1992, interest shall accrue and be paid on the balance of principal outstanding from time to time (computed on the basis of a 360 day year for the actual number of days elapsed) at the rate of NINE AND THREE QUARTERS PERCENT (9.75 %) per annum. A late charge of five percent (5.0%) of the monthly principal and interest will be assessed if payment is not received within fifteen (15) days of the due date.

- All other terms and conditions of the original Note, Mortgage and Assignment of Rents referred to above shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and year first above written.

[Signatures]

HARRIS TRUST & SAVINGS BANK, TRUSTEE, UTA DATED MARCH 12, 1980; NO. 40244, AND NOT PERSONALLY.

[Signature]
ASSISTANT VICE PRESIDENT
[Signature]
ASSISTANT VICE PRESIDENT

(over)

ASSISTANT VICE PRESIDENT

Exemption provision restricts any liability of Harris Trust and Savings Bank, attached hereto, in hereby expressly made a part hereof.

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UNOFFICIAL COPY

BANK ONE, WILMETTE

BY: *Melinda T. Smith*
Its Vice President and Trust Officer

ATTEST:
[Signature]
Its Vice President

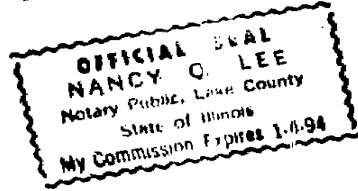
This instrument prepared by: Nancy O. Lee 1200 Central Avenue,
Wilmette, IL 60091

STATE OF ILLINOIS
COUNTY OF Lake

INDIVIDUAL'S NOTARY

I, *Nancy O. Lee* a Notary Public in and for said County in the State
aforesaid, do hereby certify that _____
personally known to me to be the same person whose name _____ subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed, sealed and
delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set
forth, including the release and waiver of right of homestead.

GIVEN under my hand and official seal this 6 day of August, 1992



Nancy O. Lee
Notary Public

STATE OF ILLINOIS
COUNTY OF Cook

LAND TRUSTEE'S NOTARY

I, *Maria S. Ruvalcaba* a Notary Public in and for said County in the State
aforesaid, do hereby certify that *Kenneth C. Pickett, A.J.P. Glenn Bicker, ASST. SEC.*
personally known to me to be the same person whose name are subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed, sealed and
delivered the said instrument as his free and voluntary act, for the uses and purposes therein set
forth, including the release and waiver of right of homestead.

GIVEN under my hand and official seal this 6th day of August, 1992



Maria Socorro Ruvalcaba
Notary Public

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EXHIBIT 'A'

LEGAL DESCRIPTION FOR MORTGAGE LOAN MODIFICATION AGREEMENT DATED
JULY 1, 1992, IN THE AMOUNT OF \$37,859.91, HARRIS BANK, TRUSTEE,
UTA LTD. 3/12/80, AKA TRUST NO. 40244.

PIN: 04-32-200-009-0000

COMMONLY KNOWN AS: 1108 Castilian Court Circle, Glenview, IL 60025

Unit No. E239 in Castilian Court Condominium as delineated on a survey of part of the North 1/2, Section 32, Township 42 North, Range 12, East of the Third Principal Meridian, lying Northeasterly of Milwaukee Avenue in Cook County, Illinois; which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document No. 25378419 together with its undivided percentage interest in the common elements.

Mortgagor also hereby grants to mortgagee, its successors and assigns, as rights and easements appurtenant to the above-described real estate the rights and easements for the benefit of said property set forth in aforementioned Declaration.

This mortgage is subject to all rights, easements, restrictions, conditions, covenants, and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.*****

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EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Harris Trust and Savings Bank or for the purpose or with the intention of binding said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein; and this instrument is executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained, either expressed or implied; all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein; and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not the agent for the Beneficiary of its trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

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Bank One Wilmette
1200 Central Ave.
Wilmette, Ill 60091

Mrs. Mildred T. D. Smith.

BOX 333