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5. Payments by Owner. Owner shall make monthly payments of \$ 1,231.35, (principal and interest) commencing on the first day of October, 1992 and on the first day of each and every month thereafter until maturity. Owner further agrees to pay the principal sum secured by the Mortgage as therein provided, as hereby modified, in the currency provided for in the Mortgage, but if that cannot be done legally in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at Colonial Bank.

6. Priority of Additional Funds. Colonial Bank and Owner agree that if Additional Funds are to be disbursed pursuant to this Agreement, such Additional Funds shall have priority over any and all sums due under the Note and Mortgage, as modified herein.

7. Default. If any part of said indebtedness or interest thereon is not paid at maturity, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest, shall be due and payable, at the option of the holder or holders of said principal note or notes, shall immediately be due and payable, in the same manner as if said modification had not been granted.

8. Ratification. This agreement is supplementary to the mortgage or trust deed described above. Except as modified herein, all of the terms, provisions and covenants of the Note and Mortgage not expressly modified by this Note and Mortgage Modification Agreement, but not including any provisions, privileges unless expressly provided for herein, are hereby confirmed and ratified and shall remain in full force and effect. Owner agrees to perform all the covenants of the grantor or grantors in the Mortgage. The provisions of this indenture shall insure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

9. Prior Name. Colonial Bank was formerly known as COLONIAL BANK AND TRUST COMPANY OF CHICAGO. Any reference to the prior name in any of the documents described herein shall be deemed to be references to Colonial Bank.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Note and Mortgage Modification Agreement as of the Effective Date of this instrument.

OWNER: HARRIS BANK ROSELLE, as trustee aforesaid and not personally

**NOTE & MORTGAGE
MODIFICATION AGREEMENT**

THIS MORTGAGE is executed by the Harris Bank Roselle not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal or interest notes contained shall be construed as creating any liability on the said party of the first part or on said Bank personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any being expressly waived by said party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the first part and its successor and said Bank personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed by these presents by its Vice-President - Trust Officer and attested by its Assistant Secretary, the day and year first above written.

HARRIS BANK ROSELLE

Trustee as aforesaid.

By [Signature]
Vice-President - Trust Officer

Attest: [Signature]

082669236

NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS NOTE AND MORTGAGE MODIFICATION AGREEMENT (the "Agreement") is made as of this 1st day of September, 1977. ("Effective Date") by and between

COLONIAL BANK:

an Illinois banking corporation and the owner of the mortgage or trust, deed hereinafter described ("Colonial Bank"), and Harris Bank, Roselle, Trustee u/t/s dated 11/6/72 a/k/a TR81474 representing him/her/itself or selves to be the owner or owners of the real estate hereinafter described ("Owner").

WHEREAS, on August 22, 1977, for full value received, Owner executed and delivered to Colonial Bank a certain Promissory Note in the principal amount of One Hundred Forty Thousand and 00/100 (\$140,000.00) (the "Note"), made payable to Colonial Bank. Owner secured the payment of said Note by granting to Colonial Bank a certain Mortgage or Trust Deed in nature of a Mortgage ("Mortgage"), which was recorded in the office of the Recorder of Deeds or Registrar of Titles of Cook County, Illinois, as Document No. 24101316 encumbering certain real estate described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MAKE A PART HEREOF

WHEREAS, Owner also executed the following documents in conjunction with the Mortgage referenced above, and recorded as indicated below (if none, so state): Assignment of Rents recorded 9-12-77 as Document # 24101317

WHEREAS, Colonial Bank and Owner wish to modify the Note and Mortgage based on the terms and conditions which follow:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Colonial Bank and Owner hereby agree that the Note and Mortgage are hereby modified as follows (strike out all paragraphs which are inapplicable):

1. Outstanding Indebtedness. As of the Effective Date, the outstanding indebtedness on the Note is \$ 25,150.32 (the "Indebtedness").

2. Extension of Time for Payment. The parties hereby agree to extend the time for payment of the Indebtedness, including September 1, 1977, with payments as follows set forth in paragraph 5 below.

3. Interest Rate. The parties hereby agree to change the rate of annual percentage interest on the Note to 9.50% per annum, and interest after maturity to 12.50% per annum, with payments as follows in paragraph 5 below.

4. Additional Funds. Colonial Bank agrees to disburse to Owner the additional principal sum of \$ 7,000.00 (the "Additional Funds") under the Note and Mortgage. Colonial Bank and Owner agree that such Additional Funds shall be added to and become part of the principal balance of the Note and Mortgage and that such sums shall be repaid as herein provided. Colonial Bank and Owner further acknowledge that Colonial Bank shall advance said Additional Funds subject to certain restrictions set forth herein. Payment of the Indebtedness and such Additional Funds shall be as follows in paragraph 5 below.

\$ 31.00 E

92699230

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002555230

COMMONLY KNOWN AS: 901 E. IRVING PARK RD., STREAMWOOD, IL.

PERMANENT INDEX NO.: 06-25-309-002

Beginning at the North West corner of Lot 6267 according to the plat thereof recorded, Woodland Heights Unit 13, thence along the southerly right of way line of State of Illinois Route 19 (Irving Park Road) on a curve concave to the North East of radius 22973.27 feet whose arc is 150.00 feet and whose chord bears South 77 degrees 19 minutes 17 second East, a distance of 150.00 feet thence South 16 degrees 31 minutes 20 seconds West, a distance of 160.00 feet; thence North 77 degrees 19 minutes 17 seconds West, a distance of 150.00 feet to the easterly right of way line of Lincoln Avenue according to the plat thereof recorded, thence North 16 degrees 31 minutes 20 seconds East, a distance of 160.00 feet along said right of way line to the point of beginning.

A portion of Lot 6267 of Woodland Heights Unit #13, A subdivision in the South West 1/4 of Section 25, The South East 1/4 of Section 26 and the North East 1/4 of Section 35 and the North West 1/4 of Section 36, Township 41 North, Range 9, East of the Third Principal Meridian and according to the plat thereof recorded, April 7, 1970 as Document #2112931E in the recorder's office of Cook County, Illinois being more particularly described as follows:

LEGAL DESCRIPTION

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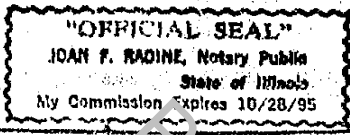
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, A NOTARY PUBLIC in and for the said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Vice-President - Trust Officer of Marle Bank Roselle and the above named Assistant Secretary of said Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President - Trust Officer and Assistant Secretary respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Association, did affix the said corporate seal of said Association to said instrument as his own and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of September, 1992.



Joan F. Radine
Notary Public.

COLONIAL BANK:

BY: Barbara Bernardini

Its: V.P.

(SEAL)

ATTEST: [Signature]

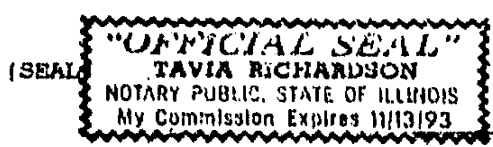
Its: [Signature]

DEPT-01 RECORDINGS \$31.00
T#9999 TRAN 6962 09/21/92 15:38:00
#7546 # *72-499230
COOK COUNTY RECORDER

State of Illinois)
) SS.
County of Cook)

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY, that the above named Barbara A Bernardini, Vice President and Michael A. Sykes, Asst. Vice President, of COLONIAL BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said Vice President, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Vice President's own free and voluntary act and as the free and voluntary act of said Corporation.

GIVEN under my hand and Notary Seal this 29th day of August, 1992.



Tavia Richardson
NOTARY PUBLIC
My commissions expires: _____

This instrument was prepared by and return to, Sonia Vale, Colonial Bank, 5850 W. Belmont Ave., Chicago, Illinois 60634. 92699230

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE, January 10, 1907.
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE,
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 15, 1906, RELATIVE TO THE LANDS BELONGING TO
THE STATE OF ILLINOIS, AND TO THE PROCEEDINGS
THEREON SINCE THAT DATE.

ALBION B. HARRIS, COMMISSIONER.

CHAS. W. BROWN, CLERK.

CHAS. W. BROWN, CLERK.

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CHAS. W. BROWN, CLERK.

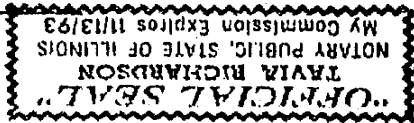
CHAS. W. BROWN, CLERK.

CHAS. W. BROWN, CLERK.

CHAS. W. BROWN, CLERK.

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This instrument was prepared by and return to: Santa Vals, Colonial Bank, 5850 W. Belmont Ave., Chicago, Illinois 60634. 52698230



My commissions expires:

Thalia Richardson
NOTARY PUBLIC

GIVEN under my hand and Notary Seal this 27th day of August, 1992.

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY, that the above named Barbara A Bernardini, Vice President and Michael J. [unclear], Vice President, of COLONIAL BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said Vice President, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Vice President's own free and voluntary act and as the free and voluntary act of said Corporation.

State of Illinois)
County of Cook) SS.

DEPT-01 RECORDINGS
TRAN 4452 09/21/92 15:38:09
#7546 # * 5-592230
COOK COUNTY RECORDER

BY: *Thalia Richardson*
ATTEST: *[Signature]*
ITS: VP
ITS: AVP

COLONIAL BANK

NOTARY PUBLIC
My commission expires:

GIVEN under my hand and notarial seal this _____ day of _____, 1992.

of HARRIS BANK ROSELLE, personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such Trust Officer and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Banking Corporation, for the uses and purposes therein set forth; and the said Banking Corporation caused the corporate seal to be affixed to said instrument as _____'s own free and voluntary act and as the free and voluntary act of said Banking Corporation, for the uses and purposes therein set forth.

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE
JANUARY 11, 1901
COMMISSIONERS OF THE LAND OFFICE

BY COMMISSIONER OF THE LAND OFFICE
ROBERT L. BROWN

WHEREAS the following is a true and correct copy of the original as the same appears on the records of the Commission of the Land Office of the State of Illinois:

TO HAVE AND TO HOLD unto the heirs, assigns and assigns forever of the said State of Illinois, all that certain parcel of land, to-wit: [illegible description of land]

TO HAVE AND TO HOLD unto the heirs, assigns and assigns forever of the said State of Illinois, all that certain parcel of land, to-wit: [illegible description of land]

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of Illinois, at Springfield, this 11th day of January, 1901.

ROBERT L. BROWN, Commissioner of the Land Office

COMMISSIONER OF THE LAND OFFICE

BY COMMISSIONER OF THE LAND OFFICE
ROBERT L. BROWN

WHEREAS the following is a true and correct copy of the original as the same appears on the records of the Commission of the Land Office of the State of Illinois:

TO HAVE AND TO HOLD unto the heirs, assigns and assigns forever of the said State of Illinois, all that certain parcel of land, to-wit: [illegible description of land]

TO HAVE AND TO HOLD unto the heirs, assigns and assigns forever of the said State of Illinois, all that certain parcel of land, to-wit: [illegible description of land]

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of Illinois, at Springfield, this 11th day of January, 1901.

ROBERT L. BROWN, Commissioner of the Land Office

COMMISSIONER OF THE LAND OFFICE

BY COMMISSIONER OF THE LAND OFFICE
ROBERT L. BROWN