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Modification Agreement

RIDER ATTACHED TO & MADE PART OF
A TRUST DEED/NOTE DATED 11/13/76
IN THE PRINCIPAL SUM OF
SIXTY FIVE THOUSAND AND NO/100 DOLLARS
PAYABLE TO FIRST CHICAGO BANK OF WINNETKA
E/K/A THE WINNETKA BANK

EXECUTED BY ELEANOR ROYER BRUCE AND DAVID RAE BRUCE, HER HUSBAND

THIS AGREEMENT, entered into this 15th day of FEBRUARY, 1992 between First Chicago Bank of Winnetka E/K/A The Winnetka Bank, a banking corporation existing under the laws of the State of Illinois, party of the first part, and ELEANOR ROYER BRUCE AND DAVID RAE BRUCE, party(ies) of the second part;

WITNESSETH THAT:

WHEREAS, the party of the first part is the legal owner and holder of that certain installment note, executed by party(ies) of the second part, in the principal sum of SIXTY FIVE THOUSAND AND NO/100 Dollars (\$65,000.00) payable to First Chicago Bank of Winnetka E/K/A The Winnetka Bank and dated NOVEMBER 13, 1976, which said installment note is secured by Trust Deed dated NOVEMBER 13, 1976, recorded in the Office of the Recorder of Deeds of COOK County, Illinois, as Document Number 23712954, conveying the following described property, to-wit:

LOT 4 IN SUNSET COURT SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

C/K/A: 315 SUNSET COURT, NORTHBROOK, IL 60062

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PIN:04-13-100-020

and

WHEREAS, said installment note, secured by said Trust Deed provides that party(ies) of the second part "promise to pay the principal sum of SIXTY FIVE THOUSAND AND NO/100 Dollars and interest from NOVEMBER 13, 1976 on the balance of principal remaining from time to time unpaid at a rate of 8.50%" and

WHEREAS, the unpaid principal balance of said installment note, as of the date hereof is the sum of TWENTY THOUSAND AND NO/100 Dollars (\$20,000.00); and

WHEREAS, party(ies) of the second part are desirous of amending the terms of said installment note to provide for MONTHLY PAYMENTS OF TWO HUNDRED FIFTY ONE AND 96/100 DOLLARS (\$251.96) AT A RATE OF 8.50%, and

WHEREAS, party of the first part is willing to amend said installment note, subject, however, to the terms, covenants, and conditions hereinafter set forth:

MAIL TO:
THE FIRST CHICAGO BANK OF WINNETKA
791 1/2 WEST
WINNETKA, ILL. 60093

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RE TITLE SERVICES
22-559 \$

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NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto it is agreed by and between the parties hereto as follows:

1. Party(ies) of the second part promise to pay to party of the first part, the legal owner and holder of the note hereinabove described, at its offices in the Village of Winnetka or at such other place as party of the first part shall designate in writing the remaining unpaid principal balance of said installment note which balance, as of the date hereof is TWENTY THOUSAND AND NO/100 Dollars (\$20,000.00), together with interest from FEBRUARY 15, 1992 on the balance of principal remaining from time to time at a rate of 8.50% as follows: TWO HUNDRED FIFTY ONE AND 96/100 DOLLARS (\$251.96) on the 15th day of MARCH, 1992, and TWO HUNDRED FIFTY ONE AND 96/100 DOLLARS (\$251.96) on the 15th of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of NOVEMBER, 2001;

2. It is hereby further agreed by the parties hereto that the installment note evidencing the aforesaid loan, and the Trust deed securing same, shall not be, and are not in any way prejudiced by this Agreement, and the said original note and Trust Deed securing same shall be and remain in full force and effect, except only as changed or modified by this loan modification agreement.

IN WITNESS WHEREOF, the said party of the first part has caused this Agreement to be executed in its name by its Asst. Vice President and attested by its Assistant Secretary, and party(ies) of the second part have affixed their hands and seals, all on the day and year first above written.

First Chicago Bank of Winnetka
BY: D. Bruce Magers
D. BRUCE MAGERS, VICE PRESIDENT

ATTEST:
BY: Anita E. Morris
ANITA E. MORRIS, ASST. SECRETARY
Party of the First Part

THIS DOCUMENT PREPARED BY
L. C. ...
VICE PRESIDENT
THE FIRST CHICAGO BANK OF WINNETKA
WINNETKA, ILLINOIS 60093

Eleanor Royer Bruce
ELEANOR ROYER BRUCE)
David Rae Bruce
DAVID RAE BRUCE

Party(ies) of the Second Part

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PROPERTY OF COOK County Clerk's Office

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STATE OF ILLINOIS }
 } SS:
COUNTY OF COOK }

I, Barbara A. McMillen, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that D. BRUCE MAGERS, personally known to me to be the Vice President of 1st Chicago Bank of Winnetka F/K/A The Winnetka Bank, an Illinois Corporation and Anita E. Morris, personally known to me to be the Asst. Secretary of said Corporation, and 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 severally acknowledged that as such Asst. Vice President and Asst. Secretary, they signed and delivered the said instrument as Asst. Vice President and Asst. Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and deed of said corporation for the uses and purposes therein set forth.


GIVEN under my hand and NOTARIAL SEAL, this 15th day of FEBRUARY, 1992


Notary Public
My Commission Expires:

STATE OF ILLINOIS }
 } SS:
COUNTY OF COOK }

I, BARBARA A. McMILLEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that ELEANOR ROYER BRUCE AND DAVID RAE BRUCE, HER HUSBAND, who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and NOTARIAL SEAL, this 15th day of FEBRUARY 1992.


Notary Public
My Commission Expires:

OFFICE OF
BARBARA A. McMILLEN
NOTARY PUBLIC
MY COMMISSION EXPIRES

OFFICIAL SEAL
COUNTY OF COOK
NOTARY PUBLIC
BARBARA A. McMILLEN

Cook County Clerk's Office

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