

FIXED RATE NOTE & MORTGAGE MODIFICATION AGREEMENT 93972534

This Fixed Rate Note and Mortgage Modification Agreement (the "Agreement") is made as of the 1st day of November, 1993 by and among Richard A. Lindar and Brenda A. Lindar, his wife ("Borrower"), and Old Kent Bank, an Illinois Banking association ("OKB"), formerly Old Kent Bank - Chicago ("OKBC"), an Illinois Banking association;

WITNESSETH:

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WHEREAS, OKB has loaned Four hundred thousand and 00/100 dollars (\$400,000.00) to Borrower (the "Loan"); and

WHEREAS, the Loan is evidenced by a Note dated November 1, 1993, made by Borrower in the principal amount of Four hundred thousand and 00/100 dollars (\$400,000.00) (the "Note") a copy of which is attached hereto; and

WHEREAS, the Note is secured by a mortgage dated October 29, 1991 and recorded November 6, 1991 as document number 91581846 made by Borrower to OKBC, and a mortgage dated October 29, 1991 and recorded November 5, 1991 as document number 91578627 made by Borrower to OKBC (the "Agreements") copies of which are attached hereto; and

WHEREAS, the Borrower and OKB modified the terms and conditions of the Note and Mortgage by a Fixed Rate Note and Mortgage Modification Agreement dated May 1, 1992 and recorded June 3, 1992 as document number 92386984; and the Borrower and OKB modified the terms and conditions of the Note and Mortgage by a Fixed Rate Note and Mortgage Modification Agreement dated November 1, 1992; and the Borrower and OKB modified the terms and conditions of the Note and Mortgage by a Fixed Rate Note and Mortgage Modification Agreement dated May 1, 1993 and recorded May 3, 1993 as document number 93328022; and

WHEREAS, the Borrower has requested and OKB has agreed to modify the terms and conditions of the Note and Mortgages, in accordance with the terms and conditions herein contained;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Borrower and OKB agree as follows:

1. The Date ("May 1, 1992") the ("Original Maturity Date"), whenever it appears on the Note and Mortgages, or as modified, is hereby deleted and ("May 1, 1994") the ("New Maturity Date") is substituted therefore, thereby extending the maturity date of the Note to the New Maturity Date.
2. Notwithstanding any provisions of the Note which may be or appear to be to the contrary, from and after the Date of this Agreement until the full amount of the principal indebtedness evidenced by the Note becomes due, whether by acceleration or otherwise, the Note shall bear interest at a fixed rate of Seven and one half Percent (7.50%).
3. Notwithstanding any provisions of the Note which may be or appear to be to the contrary, from and after the Date of this Agreement and continuing until the full amount of the principal indebtedness evidenced by the Note becomes due, whether by acceleration or otherwise, interest is to be paid monthly by the Borrower under the Note, with the first payment being due December 1, 1993.
4. The Borrower hereby acknowledges that, as of the date of this Agreement, the outstanding principal balance owed under the Note is \$400,000.00 and the outstanding interest owed under the Note which is due as of the date of this Agreement is zero (\$0.00).
5. As used in the Note and Mortgages the terms Note and Mortgages shall mean and include each of said instruments, respectively, as supplemented and modified by this Agreement.
6. As supplemented and modified hereby, each of the Note and Mortgages is hereby ratified, adopted and confirmed.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

Old Kent Bank
By: [Signature]
Assistant Vice President

ATTEST:
By: [Signature]
Senior Vice President

BOX 389

BORROWERS:
BY: [Signature]
Richard A. Lindar

BY: [Signature]
Brenda A. Lindar

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STATE OF ILLINOIS)
COUNTY OF Cook

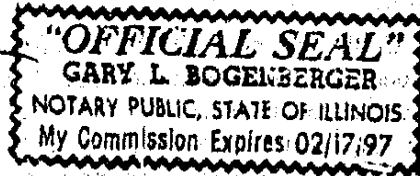
BORROWERS:

I, Gary Bogenberger the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Richard A. Lindar and Brenda A. Lindar, his wife, 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 they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 1ST day of November, 1993.

[Signature]
Notary Public

My commission expires: _____



State of Illinois)

County of DePue

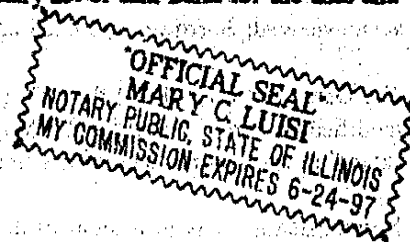
LENDER:

I, Mary C. Luisi, a Notary Public in and for said County and State, do hereby certify that Gary L. Bogenberger, Assistant Vice President of Old Kent Bank and Robert C. McCall, Senior Vice President of Old Kent Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Senior Vice President respectively of Old Kent Bank, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of November, 1993.

[Signature]
Notary Public

My commission expires: 6/24/97



LEGAL DESCRIPTIONS:

Lot A (except the North 49.74 feet of the East 30.56 feet) in the consolidation of Lots 2 and 3 in Ehrlich's resubdivision of Lots 13 to 20 both inclusive in Block 2 and that part of Block 2 and vacated alley lying East of and adjoining Lots 13 and 14, vacated alley lying North of and adjoining Lots 15, 16, 17, 18, 19 and 20 in said Block 2 in Arnold and Warren's addition to Evanston in the Southwest Fractional Quarter of Section 20, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN# 11-20-102-038-0000 Vol. 59

COOK COUNTY, ILLINOIS
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Property commonly known as 643 N. Sheridan Road, Evanston, Illinois 60202

AND,

Lot 141 in subdivision of Lots 9 to 18 and the West 1/2 of Lot 19 and all of Lot 20 to 22 in Block 1 in Sheffield's addition to Chicago, in Sections 29, 31, 32, and 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN# 14-33-314-039 Vol. 495

Property commonly known as 1710 North Orchard, Chicago, Illinois 60614

DOCUMENT PREPARED BY: Gary L. Bogenberger, Old Kent Bank, Sears Tower, Chicago, IL 60606
RETURN RECORDED DOCUMENT TO: Gary L. Bogenberger, Old Kent Bank, Sears Tower, Chicago, IL 60606

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