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PREPARED BY:
Michael R. McGehee
(CLFS Center)

WHEN RECORDED RETURN TO:

NBD BANK
1603 Orrington Avenue
Evanston, Illinois 60204
ATTN: Nicole Higgins

DEPT-01 RECORDING \$29.50
740048 TRAK 4215 10/04/95 13:12:00
43422 8 LF *-95-674271
COOK COUNTY RECORDER



First Note and Mortgage Modification Agreement

This Agreement (hereinafter the "Agreement") is made and entered into as of the 1st day of August, 1995, by and between NBD Bank, an Illinois banking corporation, having its principal office at 211 South Wheaton Avenue, Wheaton, Illinois 60187 as successor by merger to NBD Bank Evanston, N.A., (herein the "Mortgagee"), and Raymond J. Green and Barbara J. Buchblinder-Green (herein, collectively the "Mortgagor").

WITNESSETH

Whereas, the Mortgagor has previously executed and delivered to the Mortgagee, a certain Mortgage Note dated the 30th day of July, 1990 in the original principal amount of \$340,600.00 (herein the "Note") and due August 1, 1995 (the "Maturity Date"); and

Whereas, to secure the indebtedness evidenced by the Note, the Mortgagor has executed and delivered to the Mortgagee, a Mortgage and Security Agreement (herein the "Mortgage"), and a Collateral Assignment of Lease(s) and Rent(s) (the "Assignment of Leases and Rents"), each dated the 30th day of July, 1990 and each recorded with the Cook County Recorder on August 3, 1990 and August 2, 1990 respectively, as Document Numbers 90374901 and 90372845 respectively, on the Real Estate legally described therein as follows:

PARCEL 1:

LOT 1 IN THE RESUBDIVISION OF LOTS 16 AND 17 IN BLOCK 1 IN ADAMS AND BROWN'S ADDITION TO EVANSTON IN THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4, EAST OF RIDGE ROAD (EXCEPT THE SOUTH 2 FEET THEREOF) IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 IN THE SUBDIVISION OF LOTS 16 AND 17 IN BLOCK 1 OF ADAMS AND BROWN'S ADDITION TO EVANSTON IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(the "Premises")

Commonly known as: 828-832 Custer Avenue, Evanston, Illinois.

Tax Parcel Identification No. 11-19-303-026 & 11-19-303-027

Whereas, the present balance outstanding under the Note remaining unpaid is \$267,000.00; and

Whereas, the Mortgagor and Mortgagee are desirous of amending the Mortgage to modify the maturity date and repayment schedule;

Handwritten initials and a signature, possibly "H. 50".

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Now, Therefore, in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

1. The date August 1, 1995 in the second full paragraph of the Mortgage shall now read August 1, 2002.
2. The fifth full paragraph of the Note is amended in its entirety to read as follows:

"Commencing on September 1, 1995, Makers shall pay to the Bank the principal balance due under this Mortgage Note and interest at the Interest Rate aforesaid in monthly installments (including principal and interest) of \$3,501.68 on the first (1st) day of each month, except that the final payment of all outstanding principal and accrued interest shall be payable on August 1, 2002, provided that the Bank may in its sole discretion adjust the amount of the monthly installment to be paid by Makers to the Bank each year or upon any change in the Bank's prime rate so that such monthly installments reflect an amortization of the principal amount of this Mortgage Note over 10 years at the Interest Rate in effect upon such adjustment as solely determined by the Bank. All such payments on account of the indebtedness evidenced by this Mortgage Note shall first be applied to interest on the unpaid balance and the remainder to principal."

3. The terms and conditions of that certain Term Loan Agreement dated August 1, 1995 between the Mortgagor and Mortgagee are incorporated into the Mortgage by reference.

Except where the context otherwise may require, it is agreed that the terms "Makers" "Mortgagor" and "Assignor" when used and appearing in the Note, Mortgage, Assignments of Leases and Rents, this Agreement and the Term Loan Agreement shall be construed as and mean Raymond J. Green and Barbara J. Buchbinder-Green.

Except where the context otherwise may require, it is agreed that the terms "Mortgagee" "Bank" and "Assignee" when used and appearing in the Note, Mortgage, Assignments of Leases and Rents, this Agreement and the Term Loan Agreement shall be construed as and mean NBD Bank as successor by merger to NBD Bank Evansville, N.A.

It is further agreed as between the Mortgagor and the Mortgagee that neither the repayment of the indebtedness evidenced by the Note, nor the obligations of the Mortgagor thereunder nor the Mortgage, shall in any way be prejudiced by this Agreement, said Note and Mortgage being intended to be modified only to the extent therein and herein mentioned and said Note and Mortgage to continue and remain in full force and effect. The parties hereto ratify, adopt and confirm their respective covenants, agreements and conditions as set forth in the Note and Mortgage as modified by this Agreement.

IN WITNESS WHEREOF, the parties hereto has caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

MORTGAGEE:

NBD BANK

By:

Nicole Higgins
Nicole Higgins, Banking Officer

MORTGAGOR:

By:

Raymond J. Green
Raymond J. Green

By:

Barbara J. Buchbinder-Green
Barbara J. Buchbinder-Green

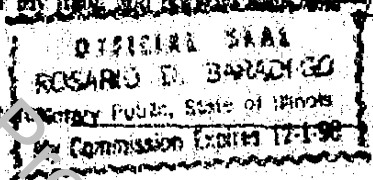
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nicole Higgins an Banking Officer of NBD BANK, an Illinois banking corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, appeared before me this day and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth, for the uses and purposes therein set forth.

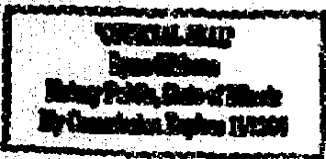
Given under my hand and official seal, this 11th day of August, 1994.



My Commission Expires

Rosario D. Barraza, Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



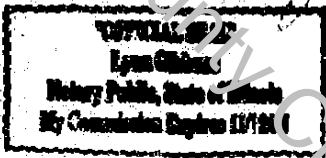
I, the undersigned, a Notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Raymond J. Green personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 14 day of August, 1994.

My Commission Expires: 11/12/96

Lynn Gilbert, Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



I, the undersigned, a Notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Barbara J. Buchbinder-Green personally known to me to be the same person whose name is 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.

Given under my hand and official seal, this 14 day of August, 1994.

My Commission Expires: 11/12/96

Lynn Gilbert, Notary Public

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