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  - COOK COUNTY RECORDER

#### SUPPLEMENT AND MODIFICATION TO NOTE AND MORTGAGE

This Supplement and Modification entered into this 1st day of February, 1996 between HOMER R. LATHROP, All and SANDRA L. LATHROP, HUSBAND AND WIFE, (hereinafter referred to as "Borrower") and PlainsBank of Illinois, N.A., a national banking association, (hereafter referred to as "Bark") as holder of the Note, for the purpose of amending that certain Mortgage made and delivered by the Borrower to the Bank dated January 7, 1993, for the principal sum of NINETY THUSSAND AND NO/100-----DOLLARS (\$90,000.00);

#### WITHESSETH

WHEREAS, Borrower is justly indebted to Bank as of the date of this Agreement in the principal amount of \$86,894.17 as is evidenced by a note secured by a certain Mortgage to PlainsBank of Illinois, N.A., a national banking association, dated January 7, 1993 which was recorded on February 1, 1993 with the Cook County Recorder, State of Illinois, as Document #93080838 and;

WHEREAS, Bank has agreed to supplement and modify the aforementioned Note; and

WHEREAS, Borrower recognizes and affirms that the lien of the afo esaid Mortgage held by Bank is a valid and subsisting lien on the real property described below and incorporated by reference herein.

PARCEL 1: THAT PART OF LOT 1 IN ZEMON'S CAPITOL HILL SUBDIVISION UNIT NO. 9, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1, SOUTH 1 DEGREES 39 MINUTES 26 SECONDS WEST A DISTANCE OF 130.21 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE NORTH ALONG SAID WEST LINE NORTH 1 DEGREES 39 MINUTES 26 SECONDS WEST A DISTANCE OF 83.92 FEET TO THE NORTH WEST CORNER OF SAID LOT 1; THENCE EASTWARD ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO: PARCEL 2: EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT '1' THERETO ATTACHED DATED AUGUST 14, 1962 AND RECORDED SEPTEMBRE 5, 1962 AS DOCUMENT NO. 18581837 MADE BY D. S. P. BUILDING CORPORATION, AN ILLINGIS CORPORATION, AND ALSO CONTAINED IN DOCUMENT 18571392 AND IN DOCUMENT 18563110; AND IN DECLARATION RECORDED NOVEMBER 29, 1962 AS DOCUMENT NO. 18658178; AND AS CREATED BY THE DEED FROM D. S. P. BUILDING CORPORATION, A CORPORATION OF ILLINOIS, TO BETH ANN MARKS DATED MAY 15, 1967 AND RECORDED JUNE 12, 1967 AS DOCUMENT NO. 20163702; FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

PEPMANENT TAX NUMBER: 08-24-402-059

PROPERTY ADDRESS: 261 Dover Lane, Des Plaines, IL 60018

NOW, THEREFORE in consideration of the mutual covenants contained herein and upon the expressed condition that the lien of the aforesaid Mortgage and Note held by the Bank is a valid and subsisting lien on the premises described above and on the further condition that the execution of this Supplement and Modification will not impair the lien of said Mortgage and that it is understood that a breach of conditions of either of them, that this Agreement will not take effect and shall be void.

#### IT IS HEREBY AGREED, as follows:

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- The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.
- 2. Borrower hereby covenants, promises and eyrues to perform each and all of the covenants, agreements and obligations contained in said Mortgage to be performed by the Borrower therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Mortgage.
- 3. It is further agreed, however, that the Mortgage and Nove on which there is an outstanding principal balance of \$86,894.17 plus interest is due currently to be paid in full no leter than February 1, 1996 shall be extended to May 1, 1296. Said Note will bear interest from the date hereof until maturity at the rate of MINE AND ONE-HALF PERCENT (9.50%) per annum. This Note is to be paid in installments as follows: SEVEN HUNDRED EIGHT SIX AND 33/100 DOLLARS (\$786.33) on the first (1st) day of March, 1996 and on the first (1st) day of each month thereafter until May 1, 1996. THIS IS A BALLOON NOTE AND ON THE MATURITY DATE A SUBSTANTIAL PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE WILL REMAIN UNPAID BY THE MONTHLY PAYMENTS ABOVE REQUIRED. PLAINSBANK OF ILLINOIS, N.A. IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. BORROWER WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS OWNED BY THE BORROWER, OR THE BORROWER WILL HAVE TO FIND A LENDER WILLING TO LEND THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN. All payments shall be made in lawful money of the United States at the office of PlainsBank of Illinois, N.A., 678 Lee Street, Des Plaines, Illinois, 60016, or such other place that the holder may from time to time in writing appoint. ALL PAYMENTS on

account of the indebtedness evidenced by this modification shall be first applied to interest accrued on the unpaid principal balance and the remainder to principal. FIFTEEN (15) DAYS AFTER A PAYMENT IS DUE, PlainsBank of Illinois, N.A. shall be entitled to collect and the Borrower obligated to pay a late charge of five percent (5%) of the amount of the late payment.

- 4. Said supplemented and modified Note is subject to all the provisions contained in said Note, and Borrower hereby specifically agrees to secure the performance of all the covenants, agreements and conditions contained in all the instruments pertaining to the repayment of said Note.
- 5. Bor over agrees that if a default is made in the payment of any principal and interest in the aloresaid Note, as supplemented and modified, when due or if there shall be any other breach or default of the terms, conditions and covenants of the Note, then the entire principal balance, together with all interest accrued thereon, shall at the option of the Bank become due and payable immediately without further notice.
- 5. All of the real property described in the aforementioned Mortgage shall remain in all respects subject to the iten, charge and encumbrance of said Mortgage and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance affected by said Mortgage except as expressly provided framin.
- 7. The word "Note" as used herein shall be construed to mean the Note and the Note as modified and supplemented herein or by any other instrument evidencing the indebtedness referred to herein.
- 8. The original signed copy of this supplement and modification may be recorded with the Cook County Recorder, state of Illinois. This supplement and modification together with the original Note shall constitute the terms and conditions of the Note and be binding upon the Borrower and its successor and assigns.

IN WITNESS WHEREOF, The Borrower and the Bank have hereunto tel their seal the first day of February 1, 1996.

BY: Homer R. Lathrop III

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BY: Sandra L. Lathrop

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PLAINSBANK OF ILLINOIS, N.A.

/BY: Geraldine E. Rickert, Vice President

ATTEST: Corrielia Grunst, Vice President

Corporate Affairs and Communications

This document pregued by:

Dao T. Pham

Ox Coot County Clark's Office PLAINSBANK OF ILLINOIS, N.A.

STATE OF ILLINOIS ) COUNTY OF COOK )

Motary Public J. Manipion

My commission expires.

OFFICIAL SEAL
WENDY A CHAMPION
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/04/99

STATE OF ILLINOIS )
COUNTY OF COOK )

Motory Public A Charagin

My commission expires: 12-4-99

OFFICIAL SEAL
WENDY A CHAMPION
MOTARY PURILIC STATE OF SERVICES

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 12,04/89

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