This document was prepared by and after recording mail to:

97277702

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO 1901 S. Meyers Road, Suite 440 Oakbrook Terrace, Illinois 60181

DEPT-01 RECORDING

\$25,00

TRAN 4782 04/22/97 12:36:00

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COOK COUNTY RECORDER

DEPT-10 PENALTY

\$22.00

### **MODIFICATION AGREEMENT** (Note and Mortgage)

THIS MODIFICATION AGREEMENT dated as of May 1, 1997, is made by and between Mary C. Murphy, Divorced and not since remarried ("Borrower") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Lender").

#### WITNESSETH

WHEREAS, Borrower executed in favor of Lender, a Mortgage dated October 20, 1986 (referred to herein, together with all amendments and modifications, as the "Mortgage") and recorded in the office of Deeds of Cook County, Illinois as Document No. 86535379, concerning real estate, legally described in Exhibit A attached hereto and incorporated herein. The Mortgage was given by Borrower to secure a Note executed by Borrower in favor of Lender dated October 20, 1986 (Referred to herein, together with all amendments, modifications, renewals or replacements, as the "Note") in the original principal amount of Fifty Five Thousand and No/100 and DOLLARS (\$55,000.00); and subsequent modification agreement dated April 9th, 1992 in the principal amount of Fifty Two Thousand Seven Hundred Fifty Six and 84/100 Dollars (\$52,756.84)

WHEREAS, the orginal Note is due and payable on November 1, 1991; and modified to reflect maturity date of May 1, 1997.

WHEREAS, the parties hereto have agreed to modify certain terms of the Note and Mortgage as herein set forth;

NOW THEREFORE, in consideration of the above recitals and the mutual promises and agreements hereinafter made by and between the parties hereto, the parties do hereby mutually promise and agree as follows:

- 1. The maturity date of the Note and Mortgage is hereby changed to May 1, 2002
- 2. The per annum interest rate on the Note will change to 7.25% per annum beginning May 1, 1997 with a fee of \$241.69 (.50% Origination fee)
- 3. The monthly principal and interest payment is amended to \$387.19 commencing on June 1, 1997 with a final payment on May 1, 2002. The new payment amount is based on the principal balance of \$48,337.91 as of the interest change date and the remaining amortization. BOX 333-CTI term of 233 months.

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4. Except as specifically amended herein, the Note and Mortgage remain in full force and effect and are hereby ratified and confirmed in their entirety by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Modification Agreement as of the date first written above.

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Mary C. Morphy  Mary C. Morphy		
STATE OF) SS:  COUNTY OF)		
I, the undersigned Notary Public in and for certify that	personally known to me he foregoing instrument, appeared l ier, and delivered the foregoing inst	to be the before me
"OFFICIAL SEAL" BARBARA PAGE Notary Public, State of Illinois My Commission Expires August 20, 2000 Accepted and Agreed: "Lender"	Balbara Pa Notary Public	Logo 4/11/9-
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO By Its:		97277702
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### **UNOFFICIAL CORY**

#### PARCEL 1:

THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 AND THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF THE SOUTH EAST 1/4 OF SAID FRACTIONAL SECTION 1; THENCE SOUTH 89 DEGREES 40 MINUTES 04 SECONDS

WEST ALONG THE SOUTH LINE OF THE SOUTH WEST 1/4 OF SAID FRACTIONAL SECTION 1. A DISTANCE OF 78.23 FEET; THENCE NORTH 16 DEGREES 23 MINUTES 38 SECONOS NEST, 57.30 FEET; THENCE NORTH 73 DEGREES 36 MINUTES 22 SECONDS EAST, 34.20 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 24 SECONDS EAST, 13.03 FFLT; THENCE SOUTH OD DEGREES OF MINUTES 36 SECONDS EAST, 3.03 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 24 SECONDS EAST, 7.82 FEET; THENCE NORTH OF DEGREES OF MINUTES 36 SECONDS WEST, 13.06 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 24 SECONDS EAST, 9.57 FEET; THENCE SOUTH OO DEGREES OF MINUTES 36 SECONDS EAST, 3.12 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 24 SECONDS EAST, 7.10 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIPED; THENCE NORTH OO DEGREES OF MINUTES 36 SECONDS WEST, 39.97 FEET; THE CE NORTH 69 DEGREES 50 MINUTES 24 SECONDS EAST, 17.03 FEET; THENCE SOUTH OC DEGREES OF MINUTES 36 SECONDS EAST, 46.85 FEET; THENCE SOUTH 89 DEGLEES 50 MINUTES 24 SECONDS WEST, 0.43 FEET; THENCE NORTH OO DEGREES OF MINUTES 36 SECONDS WEST, 10.01 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 2. SECONDS WEST, 9.33 FEET; THENCE SOUTH OO DEGREES OP MINUTES 36 SECONDS FAST, 3.12 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 24 SECONDS WEST, 7.27 FLFT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCIL 1, AS SET FORTH IN THE DECLARATION DATED NOVEMBER 2, 1978 AND RECORDEL NOVEMBER 2, 1978 AS DOCUMENT NUMBER 24700075 AND AS CREATED BY DEED FROM A BENCAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER 191ST AGREEMENT DATED JULY 4, 1978 AND KNOWN AS TRUST NUMBER 43499 10 PAUL V. GENCO, DATED MAY 3, 1979 AND RECORDED JUNE 1, 1979 AS DOCUMENT 24385111 AND RE-RECORDED APRIL 23, 1980 AS DOCUMENT NUMBER 25433210, FOR INCRESS AND EGRESS, IN COOK COUNTY, ILLINOIS

### PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE GRANT RECORDED AS DOCUMENT 21218271, THE DECLARATION RECORDED AS DOCUMENT 21218272 AND AS CREATED BY DEED RECORDED AS DOCUMENT 21218273 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

Propety Address: 1536 Sycamore Place, Schaumburg, Illinois 60173 Pin No. 07-01-200-066

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