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1. The date "December 1, 1988" (the "Original Maturity Date"), whenever it appears in the Note and Mortgage is hereby deleted and replaced by "August 31, 1989" (the "New Maturity Date").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Borrower and Mortgagee and Urbanc have agreed to

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

WHEREAS, the Note as secured by a Mortgage dated February 17, 1988 made by Mortgagee to Urbanc and filed March 15, 1988 in the office of the Registrar of Deeds of Cook County, Illinois as Document Number 373619 (the "Mortgage"), which Mortgage encumbers the property described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Urbanc has loaned thirty eight thousand five hundred and no/100 dollars (\$38,500.00) to Borrower (the "Loan"); and WHEREAS, the Loan is evidenced by a Note dated February 17, 1988, made by Borrower; the principal amount of thirty eight thousand five hundred and no/100 dollars (\$38,500.00) (the "Note"); and

WITNESSETH

and UrbancTrust Company, an Illinois Banking Association ("Urbanc"),  
Beverly Gates, ("Borrower" & "Mortgagee")  
Earnest Gates, married to

This Note and Mortgage First Modification Agreement (the "Agreement") is made as of the 4th day of May, 1989 by and among

NOTE AND MORTGAGE FIRST MODIFICATION AGREEMENT

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7/29/89 107 1/2 00 2-2-85

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Attest:  
Robert Pitts  
Vice President

UNIBANCTRUST COMPANY,  
James West  
Vice President

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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.

As supplemented and modified hereby, each of the Note and Mortgage is hereby ratified, adopted and confirmed.

As used in the Note and Mortgage, the terms "Note" and "Mortgage" shall mean and include each of said instruments, respectively, as supplemented and modified by this Agreement.

The Borrower hereby acknowledges that, as of the date of this agreement, the outstanding principal balance owed under the Note is zero (\$-0-) and the outstanding interest owed under the Note which is due as of the date of this agreement is zero (\$-0-).

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, the monthly payment of interest to be paid by Borrower under the Note shall be based on the then outstanding principal balance and is payable on the first day of each month.

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 an annual rate of Bank's Base Rate plus one and one half percent (1 1/2%) floating; provided, however, that any payment of principal or interest which is not paid when due, whether by acceleration or otherwise, shall bear interest at an annual rate of fifteen percent (15%) fixed.

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BORROWERS:

BY: *Earnest Gates*  
Earnest Gates

ITS: \_\_\_\_\_

*Earnest Gates*  
Earnest Gates solely for the  
release of Homestead Rights

STATE OF ILLINOIS )

SS

LENDER

COUNTY OF *DuPage* )

I, *Ruth P. Porter*, a Notary Public in and for  
said County and State, do hereby certify that the above  
named *William West* and *Robert L. Ho* of  
Unibank Trust Company, personally known to me to be the same persons  
whose names are subscribed to the foregoing instrument as  
such *Robert L. Ho* and *William West*  
respectively, 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 Company for the uses and purposes therein set forth.

Given under my hand and official seal, this *18<sup>th</sup>* day of  
~~November, 1928.~~  
*May, 1929*

*Ruth P. Porter*  
Notary Public  
My Commission Expires: \_\_\_\_\_

OFFICIAL SEAL  
NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

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## EXHIBIT A

Lot 2 of Moore and Brinton's Subdivision of Lots 3 to 7 inclusive, in Block 1 of Young's Subdivision of the West 5 Acres of the South East 1/4 of the North West 1/4 of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN # 17-18-123-006-0000

Common Address: 315 S. Leavitt, Chicago, Illinois

This document prepared by:

Ruth Painter  
Unit and Trust Company  
Sears Tower  
Chicago, Ill. 60606

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STATE OF ILLINOIS )

COUNTY OF \_\_\_\_\_ )

STATE OF ILLINOIS )

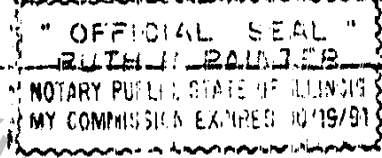
COUNTY OF DuPage ) SS

BORROWER

I, Ruth P. Painter, a Notary Public in and for said County and State, do hereby certify that EARNEST RATES and Beverly RATES personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that They signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18 day of Nov, 1989.

Ruth P. Painter  
Notary Public  
My Commission Expires:



Cook County Clerk's Office

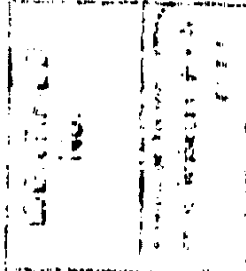
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1989 MAY 23 11 9 AM

CAROL M...  
REGISTRATION...

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11/18/89

Handwritten notes and signatures in the bottom left corner.