

# UNOFFICIAL COPY

3953315

## FIRST MODIFICATION OF PRINCIPAL NOTE

THIS FIRST MODIFICATION OF PRINCIPAL NOTE dated as of the 30th day of April, 1984, by and between ALBERT F. MOORE (hereinafter referred to as "Mortgagor"), and NATIONAL BOULEVARD BANK OF CHICAGO, a national banking association (hereinafter referred to as "Mortgagee").

### W I T N E S S E T H:

WHEREAS, Mortgagor executed and delivered to Mortgagee a certain Principal Note dated July 15, 1983, in the principal amount of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00) (said Principal Note is hereinafter referred to as "Principal Note"); and

WHEREAS, the parties hereto have agreed to modify and amend the Principal Note to provide the following;

NOW, THEREFORE, in consideration of the covenants, promises and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Principal Note is hereby amended to provide that the maturity date thereof is hereby extended from April 30, 1984 to April 30, 1985, and all references to the maturity of the indebtedness contained in the Principal Note shall be deemed to mean April 30, 1985, and to provide that the principal sum evidenced by the Principal Note, together with all accrued and unpaid interest thereon, if not sooner paid, shall be fully paid on April 30, 1985.

2. Interest only, at the rate of interest specified in the Principal Note, shall be payable on August 1, 1984, November 1, 1984, February 1, 1985 and April 30, 1985.

3. Except as modified herein, the terms, conditions and covenants of the Principal Note as heretofore amended and modified shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between this First Modification of Principal Note, the terms herein shall control.

4. The undersigned does hereby again reaffirm each and every covenant, condition, obligation and provision set forth in the Principal Note as modified hereby; and for value received, does hereby again promise to pay to the order of National Boulevard Bank of Chicago in the manner provided in said Principal Note as modified, the aforesaid principal sum of \$750,000.00, together with interest on all sums disbursed to the Maker of said Principal Note or order, all in accordance with the terms and tenor of said Principal Note as heretofore and herein modified.

5. This agreement shall be effective only upon full execution by the Mortgagor and acceptance thereof by the Mortgagee.

6. This agreement shall be governed and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this Modification of Principal Note as of the day and year first above written.

MORTGAGOR

By: Albert F. Moore

Albert F. Moore

### MORTGAGEE'S CONSENT

NATIONAL BOULEVARD BANK OF CHICAGO hereby consents to and approves the foregoing First Modification of Principal Note.

NATIONAL BOULEVARD BANK OF CHICAGO,  
a national banking association

By: Ramos D. Pava

Its: Asst. Vice President

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Property of Cook County Clerk's Office

REGISTERED  
No.  
REGISTRAR OF TITLES  
CAROL JOSELYN BROWN  
GURTIOWSKI

3953315

APR 28 2012  
CAROL JOSELYN BROWN  
REGISTRAR OF TITLES

3953315

NID

1392514

3953315

TODD M. HALEK  
BOULEVARD EAST  
410 N. MICHIGAN AVE  
CHICAGO IL 60611

REGISTRATION

REGISTRATION OF TITLES

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## AFFIDAVIT OF LATE DELIVERY (GRANTEE ONLY)

The Bank does hereby state the following:

1. That the Bank is the Mortgagee for a certain mortgage dated July 15, 1983 from Albert F. Moore conveying title to a certain parcel of real estate and legally described as:

Lot 1, that part of Lot 2 in MBC Subdivision (hereinafter described) falling within the North 35 feet of the West 174 feet of the East 224 feet of South 108 feet of the North 402 feet of the South Half of the North East Quarter of Section 1, Township 37 North, Range 12, East of the Third Principal Meridian, and Lot 3 in MBC Subdivision of part of the North East Quarter of Section 1, Township 37 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof, registered in the Office of the Registrar of Titles, of Cook County, Illinois, on May 20, 1976 as Document LR 2870474, in Cook County, Illinois.

2. That the Bank was unaware that the title to the property was registered in Torrens and was unaware that Amendment 1 (One) to Mortgage should have been filed at the Office of the Registrar of Titles in Cook County, Illinois (Torrens Office).
3. That at all times said Amendment 1 (One) to Mortgage was in Bank's exclusive possession and control and in that of no other.
4. That the Bank makes this Affidavit to induce The Registrar of Titles to waive any objections as to title date of delivery.
5. Now, therefore, affiant, his/her heirs and/or successors, at all times shall indemnify and save harmless, the Registrar of Titles, Cook County, Illinois, against all loss or damage to him arising by reason of delay in registration of said Amendment to Mortgage and the Registering of same on the Torren's Certificate of Title #3319073 and in relation to premises described therein, and all costs, charges, damages and expenses, and all claims and demands of every kind and nature, actions, causes of action, suits and controversies, whether groundless or otherwise arising therefrom.

By: \_\_\_\_\_  
Its: *AWP*

23-01-207-005-0000  
 007-0000  
 Part of → 006-0000

3953315

Subscribed and Sworn to before me this 4th day of March 19 91.

*Liliana Huante*  
Notary Public

" OFFICIAL SEAL "

LILIANA HUANTE  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 5/24/93

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