

Recd

THIS THIRD MODIFICATION OF PRINCIPAL NOTE dated as of the 30th day of April, 1986, by and between ALBERT F. MOORE (hereinafter referred to as "Mortgagor"), and BOULEVARD BANK OF CHICAGO, a national banking association (hereinafter referred to as "Mortgagee").

WITNESSETH:

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, Mortgagor executed and delivered to Mortgagee a certain First Modification of Principal Note dated April 30, 1984 which provided that the maturity date of the Principal Note be extended from April 30, 1984 to April 30, 1985; and a Second Modification Principal Note dated April 30, 1985 which provided that the maturity date of the Principal Note be extended from April 30, 1985 to April 30, 1986; and

WHEREAS, the parties hereto have agreed to a third modification of 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 further extended from April 30, 1986 to October 31, 1986, and all references to the maturity of the indebtedness contained in the Principal Note shall be deemed to mean October 31, 1986, 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 October 31, 1986.

2. Interest only, at the rate of interest specified in the Principal Note, shall be payable on August 1, 1986 and October 31, 1986.

3. Except as further modified herein, the terms, conditions and covenants of the Principal Note as heretofore modified shall remain unchanged and otherwise in full force and effect.

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

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

6. Any reference to National Boulevard Bank of Chicago shall mean Boulevard Bank National Association, its successor through merger.

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

MORTGAGOR

By: Albert F. Moore
Albert F. Moore

MORTGAGEE'S CONSENT

BOULEVARD BANK NATIONAL ASSOCIATION hereby consents to and approves the foregoing Third Modification of Principal Note.

BOULEVARD BANK NATIONAL ASSOCIATION

By: Robert W. Cox
Its: Asst. Vice President

3953317

88274

UNOFFICIAL COPY

3
1392514
P/D

3953317

3953317

APR 2 12
REGISTRAR OF TITLES

IDENTIFIED
No.
REGISTER OF COOK COUNTY
CAROL MOSBET EMMON
GUPTOWSKI

Todd M. Hacker
Boleward Bank
410 N. Michigan Ave
Chicago IL 60611

SARONIA

2133553

Property of Cook County Clerk's Office

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 3 (Three) 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 3 (Three) 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 state 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.

3953317

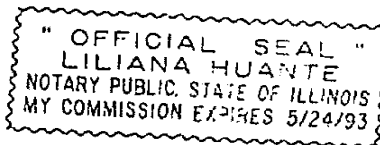
23-61-207-005
007

By: [Signature]
Its: AWP

PART OF 006

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

[Signature]
Notary Public



UNOFFICIAL COPY

Property of Cook County Clerk's Office