

UNOFFICIAL COPY

FOURTH MODIFICATION OF PRINCIPAL NOTE

3953318

THIS FOURTH MODIFICATION OF PRINCIPAL NOTE dated as of the 31st day of October, 1986, by and between ALBERT F. MOORE (hereinafter referred to as "Mortgagor"), and BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor executed and delivered to Mortgagee a certain note dated July 15, 1983, in the principal amount of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00) (said 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 of 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 a Third Modification of Principal Note dated April 30, 1986 which provided that the maturity date of the Principal Note be extended from April 30, 1986 to October 31, 1986; and

WHEREAS, the parties hereto have agreed to a fourth 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 further amended to provide that the maturity date thereof is hereby extended from October 31, 1986 to October 30, 1987, and all references to maturity of the indebtedness contained in the Principal Note shall be deemed to mean October 30, 1987, 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 30, 1987.

2. Interest only, at the rate of interest specified in the Principal Note, shall be payable on the 30th day of January, April, and July 1987.


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 in the Principal Note or any Modification thereto shall mean Boulevard Bank National Association, its successor through merger.

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


Albert F. Moore
Mortgagor

MORTGAGEE'S CONSENT

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

BOULEVARD BANK NATIONAL ASSOCIATION

By: 

Its: VICE PRESIDENT

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APR 11 2012
CLERK OF COOK COUNTY
REGISTER OF TITLES

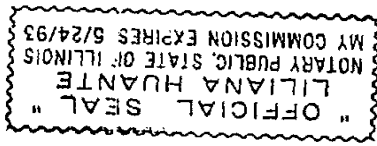
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IDENTIFIED
NO.
Register of Toner, Titles
CAROL HOSELEY BRUN
GURTCWISIG

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

3953318

Property of Cook County Clerk's Office



Subscribed and Sworn to before me this 19th day of June 1995. Notary Public

PART OF 006

23-01-287-005 007

Property Clerk's Office

3953318

- By: _____ Its: _____
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, 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 Illinois and was unaware that Amendment 4 (Four) 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 4 (Four) 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 Torrens Certificate of Title #3319073 and 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.

AFFIDAVIT OF LATE DELIVERY (GRANTEE ONLY)

The Bank does hereby state the following:

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