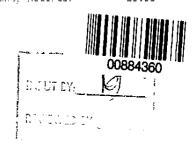
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Cook County Recorder 25.50

MODIFICATION AGREEMENT

AN INDENTURE, made in Chicago,
Illinois, on October 1, 2000, by UPTOWN
NATIONAL BANK OF CHICAGO, as trustee
under Trust Agreement dated September 13, 1989,
and known as Trust Number 89-129, (the "First
Party") and by UPTOWN NATIONAL BANK
OF CHICAGO, a national banking association,
existing under the 'ay's of the United States of America and doing business
in the City of Chicago, County of Cook and State of Illinois (the "Second Party");



WHEREAS, the First Party represents and states that it has already made, executed and delivered to the legal holder or holders thereor a certain Mortgage Note (the "Note") payable to Second Party for the sum of Four hundred sixty thousand and no/101 (\$460,000.00) Dollars dated September 27, 1995 and payable to Second Party on October 1, 2000.

WHEREAS, the First Party further represents and states that to secure the payment of the Note, with interest as provided, the First Party duly made, executed, acknowledged and delivered to Second Party a certain Mortgage dated September 27, 1995, conveying and mortgaging to Second Party the following described premises, to wit:

Lots 6 to 12 inclusive in William J. Sweeney's Milwaukev Avenue Addition to Chicago in the South ½ of the Southwest ¼ of Section 23, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers:

13-23-326-011/012/013/014-0000

Property Address:

3255 N. Milwaukee Avenue, Chicago, Il 50618

WHEREAS, Second Party further represents and warrants that the Worgage was filed in the Office of Cook County Recorder of Deeds of Cook County, Illinois, as Document No. 95737138 on October 27, 1995.

WHEREAS, the First Party further represents and states that it is now the owner of the above described land in fee simple, subject to the above Mortgage, and that Second Party is the legal owner and holder of the Note; and

WHEREAS, the First Party desires to have the maturity date for the payment of the rote extended until March 1, 2001.

NOW, THEREFORE, IT IS MUTUALLY AGREED, AS FOLLOWS:

- 1. That, in consideration of a document preparation fee of \$50.00 and all title and recording charges, the Second Party agrees to extend the maturity date for payment of the Note to March 1, 2001 if:
 - a) the First Party agrees to pay a late payment fee of five (5 %) percent of the monthly payment of principal and interest if said monthly payment is received more that ten (10) calendar days after the due date as set forth in said Note; and
- b) that in the event of a default in the payment of payments of principal and interest under said Note, or in the case at any time hereafter the right to foreclose the aforesaid Mortgage shall accrue to the Second Party, the rate of interest on the Note shall be increased to a rate of eighteen and one-half(18 ½ %) percent per annum; and

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so long as the First Party shall promptly pay monthly payments of interest, with a final payment of the entire principal and interest balance due thereon on March 1, 2001, at 4753 N. Broadway, Chicago, Illinois, and shall further keep, observe and perform all and singular the covenants, stipulations and agreements of the Note and Mortgage.

- That the First Party agrees to and accepts the extension of time upon the above conditions, and 2. agrees to pay monthly payments of interest on the Note from October 1, 2000, until March 1, 2001, when the entire principal and interest balance due thereon will then become due.
- That it is agreed that all covenants, stipulations and agreements of the Note and Mortgage given to 3. secure the same shall be and remain in full force and effect; and the Second Party agrees that, if default shall be made in the payment of said Note, or of any installment of said Note, as previously and herein modified, or if any of the covenants, stipulations or agreements contained in the Mortgage shall be broken or violated by the First Party, then this agreement shall, at once, become merged with the aforesaid Mortgage and Note, at the option of the Second Party, and the Note in the principal sum of Four hundred sixty thousand and no/100 (\$460,000.00) Dollars shall become doe and payable, and the Second Party may proceed to collect the debt and foreclose the Mortgage at once, anything in this agreement to the contrary notwithstanding.
- That this agreement shall bind and inure to the heirs, executors, administrators and assigns of each 4. of the parties.

WITNESS the hands and seals of the said party of the First Part, the day and year first above written.

(SEAL)

Trust Officer

STATE OF ILLINOIS

SS

COUNTY OF COOK

Uptown National Bank of Chicago as Trustee under Trust No. 89-129, and not personally

Clarts

I, the undersigned, as Notary Public, in and for and residing in the County of Cook and State of Illinois, do hereby certify that the above named Vice President and Trust Officer of Uptown National Bank of Chicago, not personally but as Trustee, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of Uptown National Bank of Chicago, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25 day of October, 2000.

Walling J. Warring

"OFFICIAL SEAL" WILLIAM T. HARRIGAN Motary Public, Sione or illinois

WITNESS the hand and seal of the Guarantors the day and year first above written.

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C Slammi	GUARANTORS	Buch	En Pray
Robert G. Pisani	Peggy Ann l	Pisani	3

Robert G. Pisani STATE OF ILLINOIS) SS COUNTY OF COOK

I, the undersigned, as Notary Public, in and for and residing in the County of Cook and State of Illinois, do hereby certify that the above named Guarantors, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25th day of October _____, 2000.

William J. Hurry Public "OFFICIAL SEAL" WILLIAM T. HARRIGAN Notary Pubric, State of Illinois

WITNESS the hands and seals of the said party of the Second Part, the day and year first above written.

(SEAL)

UPIOWN NATIONAL BANK OF CHICAGO

Loan Officer

TATE OF ILLINOIS

SS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the County of Cook and State of Illinois, do hereby certify that the above Vice President and Loan Officer of Uptown National Bank of Chicago, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and the free and voluntary act of said banking association for the uses and purposes therein set fortn, and the said Loan Officer then and there acknowledged that (s)he, as custodian of the corporate seal of said banking association, did affix the corporate seal of said banking association to said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of October, 2000.

William Bublic

This document was prepared by and Return To:

John C. Livensparger 4753 N. Broadway, Suite 620 Chicago, IL 60640

"OFFICIAL SEAL" WILLIAM T. HARRIGAN Notary Purse, State of Illinois My Commission Expires 4-22-2004