Cook County Recorder

00195797

SECOND LOAN MODIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into as of March 8, 2000, between MID TOWN BANK AND TRUST COMPANY OF CHICAGO, an Illinois corporation ("BANK") & RONALD K. HANSEN and SHIRLEY HANSEN, husband and wife, ("BORROWER").

WHEREAS:

The BORROWER has heretofore executed a Promissory Note dated October 10, 1995, in the principal amount of \$300,000.00 ("NOTE"), of which the BANK is presently the holder;

The NOTE is secured by a Mortgage, Assignment of Revits & Security Agreement (Chattel Mortgage) dated October 10, 1995, and recorded in the Recorder's Office of Cook County, Illinois, as document number 95-690742 ("MORTGAGE"), placing a mortgage lien on certain real estate described in Exhibit "A" attached hereto and by this reference incorporated herein ("REAL ESTATE");

Said NOTE and MORTGAGE were modified by a Loan Modification Agreement ("MODIFICATION #1") dated September 22, 1998 and recorded in the Recorder's Office of Cook Courry, Illinois, as document number 98900201 whereby the BANK agreed to amend the interest rate and maturity date.

The BANK has disbursed to BORROWER the sum of \$300,000.00, which amount represents the entire principal sum of the indebtedness evidenced by the NOTE;

The interest rate evidenced on said NOTE is the **Prime Rate** of interest per annum. For purposes of this loan the "Prime Rate" shall mean the prime rate of interest as announced by Lender from time to time as amended by (MODIFICATION #1");

The maturity date evidenced on said NOTE is October 10, 2003 as amended by ("MODIFICATION #1");

The BORROWER desires to amend the loan amount as evidenced by the NOTE;

The BANK has agreed to such modification pursuant to the terms and conditions of a commitment of the BANK dated March 9, 2000 ("COMMITMENT").

NOW THEREFORE, not vitustated up a lything contained in the NOTE and MORTGAGE, and in consideration of the mutual covenants, conditions, and premises contained herein, the PARTIES HERETO AGREE AS FOLLOWS:

- A. The principal amount evidenced by the NOTE as of the effective date is \$400,000.00.
- B. Except as modified herein, the terms, covenants and conditions of the MORTGAGE shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the terms of this agreement and the terms of the NOTE and/or MORTGAGE, the terms herein shall control.
- C. The lien of the MORTGAGE IS hereby modified as security for the payment of the principal sum evidenced by the NOTE and amended by this MODIFICATION AGREEMENT.
- D. This agreement shall be governed by and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and the year first written above.

C/O/A/S O/A/CO

MID TOWN BANK AND TRUST COMPANY OF CHICAGO ("BANK")

Bv:

David Grzenia, Senior Vice)President

Attest

Gloria Hernandez, Assistant Secretary

BORROWER:

Ronald K.Hansen

Shirley Hansen

STATE OF ILLINOIS) UNOFFICIAL COPY

COUNTY OF COOK)

00195797

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that David Grzenia, Senior Vice President of Mid Town Bank and Trust Company of Chicago, an Illinois corporation, and Gloria Hernandez, Assistant Secretary of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Assistant Secretary, respectively, 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 acts of said corporation, for the uses and purposes therein set forth; and the Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this March 9, 2000.

OFFICIAL SEAL DEBBIE REYNOLDS

NOTARY PUBLIC STATE OF HALINOIS MY COMMISSION XP ACS: 10/98/02

Notary Public

My commission expires:

STATE OF ILLINOIS)

COUNTY OF COOK)

OHNE CLE I, the undersigned, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY, that Ronal K. Hansen and Shirley Hansen, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Min Regnold

Given under my hand and Notarial Seal this March 9, 2000.

Notary Public

My commission expires:

OFFICIAL SEAL DEBBIE REYNOLDS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 10/12/02 **~~~~~~~~~~**

UNOFFICIAL COPY

00195797

LEGAL DESCRIPTION:

LOT 3 IN ACKERMAN'S SUBDIVISION OF LOT 7 IN SUBDIVISION OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

14-33-104-017-0000

PROPERTY COMMONLY KNOWN AS:

2329 NORTH GENEVA, CHICAGO, IL 60614

Mail To:

Of Colling Clork's Office MID TOWN BANK AND TRUST COMPANY OF CHICAGO Gloria Hernandez. 2021 NORTH CLARK STREET CHICAGO, ILLINOIS 60614