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Boulevard Bank/ Katz 01/13/86

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This Instrument Prepared By: William S. McDowell, Jr. Hess, Kaplan and McDowell, Ltd. 180 North LaSalle Street Chicago, Illinois 60601

MODIFICATION AGREEMENT

This Agreement, made as of the 1st day of June, 1985, by and between BOULEVARD BANK NATIONAL ASSOCIATION, a National Banking Association, formurly known as National Boulevard Bank of Chicago ("Lender") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trusty ander Trust Agreement dated April 21, 1981, and known as Trust No. 52605 ("Borrowist"),

WITNESSETH:

WHEREAS:

A. Borrower is indebted to Lender under and pursuant to that certain Note of Borrower dated May 11, 1981, in the original principal amount of Thirty Five Thousand Four Hundred Eighty Eight and 44/100 Dollars (\$35,488.44), which note (the "Note") is secured, inter alia, by a Mortgage from Borrower to Granville Tower, Ltd. (which assigned the same to Lender) of the Premises commonly known as 6166 North Sheridan Road, Unit 8-G (Grandville Towers Condominium) as described in Exhibit A, attached hereto and made a part hereof, dated even date with the Note, which was recorded in the office of the Recorder of Deeds of Cook County, Illinois, on July 2, 1981, as Document No. 25925234 (the "Microgage"); and

B. The parties hereto desire to amend the Note and Mortgage in the manner hereinafter specified;

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter specified, which each of the pirties acknowledges and agrees to be adequate consideration for the agreements hereinafter specified, the parties hereto agree as follows:

- 1. As of June 1, 1985, the unpaid principal balance payable under the Note is \$34,736.61.
- 2. The rate of interest payable on the unpaid baraice of principal is changed to be twelve percent (12%) per annum.
- 3. The balance of principal and interest thereon as aforesaid shall be paid by Mortgagor in fifty-nine (59) installments of principal and interest each in the amount of \$498.37 commencing on June 1, 1985, and continuing on the first (1st) day of each month thereafter through and including April 1, 1990, and a final "balloon" installment of principal and interest in the amount of \$22,902.57 shall be due and payable on May 1, 1990.
- 4. Mortgagor agrees to pay Mortgagee a loan servicing charge in the amount of \$500.00 and for the costs of obtaining an endorsement to the policy of title insurance insuring the loan of the Mortgage, as modified herein.
- 5. The provisions of this Modification Agreement supersede the repayment provisions of the Note and any prior modifications thereof, and the parties agree that all references in the Mortgage to the Note now mean the Note, as modified herein. Except as hereinabove specified, the Note and Mortgage remain unchanged and in full force and effect.

HEBS. KAPLAN AND MCDOWELL LTD ATTORNEYS AT LAW

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IN WITNESS WHEREOF, the parties hereto have entered this agreement as of the day and year first above written.

BOULEVARD BANK NATIONAL ASSOCIATION, a National Banking Association

ATTEST:
By: WIND WILLIAM OFFICER

By:
Title: R. H. HAMSEN
ASSISTANT VICE PRESIDENT

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personally, but as Trustee aforesaid

By: Title: TWICE PRESIDENT

ATTEST:

By:___ lts:

"ASSMITANT SECRETARY

CONSENT OF GUARANTOR

Chicago, Illinois June 1, 1985

For value received, the undersigned, as Guarantor of the Note referred to above, hereby consents to and agrees to be bound by the terms of the foregoing Modification Agreement.

HAROLD KATZ

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COUNTY OF COOK)
I, JULIE A. OLOROSO, a Notary Public in and for said County, is the State aforesaid, do hereby certify that ROBERT H. HANSEN ASST. VICE PRESIDENT of BOULEVARD BANK NATIONAL ASSOCIATION, a National Banking Association, and BLEEN L. SWENSON, CONSUMER LOAN OFF. of said bank, 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 severally acknowledged that they signed and delivered the said instrument as succeptions of said bank as their own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 6th day of PEBRUARY 1985. My commission expires: My Commission Expires Resember 1, 1989
STATE OF ILLINOIS) SS. COUNTY OF
MAXINE J. MEARSON I, a Notary Public in and for said County in the State aforesaid, do herely certify that J. MENGLEY WILLIAM OF AMELICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, and MARCHER COMPANY OF Said bank, who are personally known to me to be the saine persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said bank as their own free and voluntary act and as the free and voluntary act and as the free and voluntary act all said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.
Given under my hand and Notarial Scal this 5th day of February , 1985.
My commission expires: My Commission expires November 26, 1988
STATE OF ILLINOIS COUNTY OF CAREED SS.
The foregoing instrument was acknowledged before me this Aday of 1985, by HAROLD KATZ.
My commission expires:

HESS KAPLAN AND MCDOWELL LTD ATTORNEYS AT LAW

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The Street Court of March 197

Unit 8-G in the Granville Tower Condominium an delineated on a survey of the following described real entate:

tota 1, 2 and 3 in Block 10 in Cochran's accord addition to Edgewater, being a subdivision of the East fractional half of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, (except the West 1320 feet of the South 1913 feet and right of way of the Chicago Evanston and Take Superior Railroad) according to the plat thereof recorded December 21, 1888 as Exament 1042704 in Book 31 at Pages 47 and 48 in the Office of the Becorder of Deeds in Cook County, Illinois,

which survey is attached as Exhibit 'A' to the Declaration of Confominium recorded as Excument 25-343-058 together with its undivided percentage interest in the common elements.

Permanen' Index Real Estate Nos. 14-05-240-024-1040 \ \ 14-05-240-013

Common Address. Mait 8-G., 6166 North Sheridan Bond, Chicago, Illinois

Property of Cook County Clerk's Office