and

UNOFFICIAL POPULATION OF THE PROPERTY OF THE P

03-29-347-023-0000, 03-29-347-024-0000 Permanent Real Estate Tax Index No. 03-29-347-025-0000, 03-29-347-026-0000 Address of Premises: 20-40 South Dunton Avenue, Arlington 60005

MODIFICATION AGREEMENT

This Modification Agreement entered into this 15th day of
February , 1987, by and between AMERICAN NATIONAL BANK OF ARLINGTON
HEIGHTS of Arlington Heights, Illinois, a national banking association,
(hereinafter referred to as "Lender"), and THE BANK AND TRUST COMPANY OF
ARLINGTON HEIGHTS a/t/u.t #2566, Dated March 10, 1986 and not personally
(hereinafter referred to as 'Borrower").
WICUESSETH:
WHEREAS, Borrower is the 100 percent beneficial owner of THE BANK
AND TRUST COMPANY OF ARLINGTON HEIGHTS Trust Number 3566
dated March 10, , 19 86 ("Trust"); and
WHEREAS, Borrower executed its Promissory Note dated April
8th , 1986 , in the amount of \$ 650,000.00 , payable to Lender, the
final payment of principal and interest being due puraunt thereto on
April 15th , 1989 ("Note"); and
WHEREAS, Note is secured by a Mortgage on the premises legally
described as follows:
See Exhibit A attached herato;
said Mortgage having been recorded with the COOK County, Illinois
Recorder of Deeds on <u>June 26th</u> , 1986 as Document Number 86262614;

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WHEREAS, Lender and Borrower are desirous of revising the payment
terms of Note as follows: Change the interest rate on the balance of princi-
pal remaining from time to time unpaid from 10.0 percent per annum to interest
on the balance of principal remaining from time to time unpaid at the rate of
8.5 percent per annum, in installments as follows: Five Thousand Six Hundred
Forty and 85/100 (\$ 5,640.85) Dollars on the
15th day of March , 19 87, and Five Thousand Six Hundred Forty
and 85/100(\$ 5,640.85) Dollars on the 15th day of each
month thereafter uncil this Note is fully paid except that the final payment
of principal and interest, if not sooner paid, shall be due on the 15th day
of <u>April</u> , <u>1989</u>

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as foliows:

1. The parties agree to revise the payment terms of the indebted-
ness evidenced by the Note executed on April 8th . 19 86 as follows:
Change the interest rate on the balance of principal remaining from time to
time unpaid from 10.0 percent per annum to interest on the balance of princi-
pal remaining from time to time unpaid at the rate of 8.5 percent per
annum, in installments as follows: Five Thousand Six Hundred Forty and
85/100(\$ 5,640.85) Dollars on the 15th day of March ,
19 87 and Five Thousand Six Hundred Forty and 85/100 (\$ 5,640.85)
Dollars on the <u>15th</u> day of each month thereafter until this Note is fully
paid except that the final payment of principal and interest, if not sooner
paid, shall be due on the

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2. This Modification Agreement is supplementary to the Note. All provisions thereof, including the right to declare principal and accrued interest due for any cause specified in the Note or in any document securing the same, shall remain in full force and effect except as herein expressly modified. The provisions of this Modification Agreement shall inure to the benefit of any holder of said Note and shall bind the (heirs,) (administrators,) (executors,) successors and assigns of the Borrower.

IN 17 NESS WHEREOF, the parties hereto have eigned, sealed and delivered this Modification Agreement on the date first above written.

LENDER:

AMERICAN NATIONAL BANK OF ARLINGTON HEIGHTS

....

Martlynn M. Williams, V

ams, Vice President

24-7

BORROWER:

The Bank And Trust Company of Arlington Heights, a/t/u/t #3566, dated March 10, 1946, and not Andividually.

AMPIETANT VIDE PERSONNIN A TRUCT OF JOHN

SEE TRUSTEE'S RIDER ATTACHED HERY

UNOFFICIAL COPY

· RIDER ATTACHED TO AND MADE A FART OF

MORTGAGE

(ARABSTANAMEROESENT (ALDESTRONAMEROESENT) (ALDESTRONAMEROESENT) (MODIFICATION AGREEMENT)

DATED FEBRUARY 5, 1987 UNDER TRUST NO. 3566

This instrument is executed by THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, not personally but solely as trustee as aformsaid, in the exercise of the power and authority conferred upon and bested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS by rosson of anything contained in said instrument, or in any previously executed document, whether or not executed by said THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, Personally or as said Trustee, to sequester the rents, issues and I profits arising from the property in said trust estate, or the proceeds arising from The sale or other disposition thereof; but so far as said Trustee and its successors Ψ and said THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS personally are concerned, the Regal holder or holders of this instrument and the owner or owners of englindebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided there for and as provided in said note or by action to enforce the personal liability of the quarantor, if any.

87159642

STATE OF ILLINOIS)

) SS

COOK COUNTY, REINOIS FILED FOR RECORD

COUNTY OF

1987 MAR 26 AH 11: 38

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I, Corinne S. Gondek , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Marilynn M. Williams, Vice President of American National Bank of Arlington Heights 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 free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official scal this // day of

Comme Scionclet

This Document Prepared by and Mail To:

Cori S. Gondak
American National Bank
of Arlington Heights
1 North Dunton Avenue
Arlington Heights, TL 60006
(312) 870-3500

CORUME S. GONDER, Notary Public My Commission Explica 6/19/90

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STATE OF ILLINOIS)	
)	SS
COUNTY OF COOK)	

I, ANNETTE N. BRUSCA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

ANITA D. KRAUS, Assistant Vice President & Trust Officer, 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 free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 13th day of March , 1987.

Notary Public

TOFFICIAL SEAL "
ANNETTE N. BRUSCA
HOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/2/90

This Document Prepared by and Mail To:

Cori S. Gondek
American National Bank
of Arlington Heights
1 North Dunton Avenue
Arlington Heights, IL 60006
(312) 870-3500

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American National Bank 1 5 9 5 4

LEGAL DESCRIPTION RIDER

Parcel 1: Lot 2 and the North 8 feet of Lot 3 in Block 31 in Town of Dunton (now Arlington Heights, Illinois) being the West 1/2 of the South West 1/4 of Section 29, Township 42 North, Range 11 East of the Third Principal Meridian; Also

Parcel 1: Lot 3 (except the North 8 feet thereof) in Block 31 in Town of Dunten (now Arlington Heights), a Subdivision of the West 1/2 of the South West 1/4 of Section 29, Township 42 North, Range 11 Bast of the Third Principal Meridian; Also

Parcel 3: Parcel "/": Lot 1 in Block 31 in the Town of Dunton (now known as Arlington Heights) in the South West 1/4 of the South West 1/4 of Section 25, rownship 42 North, Range 11 East of the Third Principal Meridian; Also

Parcel "B" That part of the South West 1/4 of the South West 1/4 of Section 29, aforesaid, describer as follows: Commencing at the North East corner of Block 31 aforesaid, running thence North 33 feet; thence West 132 feet; thence East 132 feet to the point of beginning formerly known as the South 1/2 of Robinson Street (now vacated) lying North of and adjoining Lot 1 in Block 31 aforesaid, all in Cook County, Illinoid.

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