88510362

This Agreement, made as of this 1st day of September 1988 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, corporation duly organized under the laws of the United States of America, ("LENDER") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association of a deed or deed of the american of a deed or deed or deed or the american of a deed or d provisions of a deed or deeds in trust duly recorded and delivered to said company in pursuance of a Trust Agreement dated April 11, 1984, and known as Trust No. 60731, ("BORROWER"), and CHICAGO TITLE AND TRUST COMPANY OF CHICAGO, ("ACCOMMODATION TRUSTEE").

WITNESSETH:

That whereas, the "Mortgagor" heretofore executed a certair 1 rust Deed dated the 12th day of April, 1984 and recorded the 17th day of May, 1984 in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 27090372 legally described in Exhibit "A" attached hereto and made a part rereof by this reference; which said Trust Deed was given to recure the payment of one certain Note executed by the "Borrowfr" in the sum of THREE HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED AND NO/100s (\$382,500.00) DOLLARS. And

Whereas, said Trust Deed securing said Note is a valid and subsisting lien or the premises described in said Trust Deed for the principal sum \$382,500.00. And

Whereas, the said N/t, is due and payable on the 1st day of April, 1989. And

Whereas, the parties hereto have agreed upon a modification of the terms and conditions of said Note and Trust Deed hereinafter set forth.

Therefore, in consideration of the premises and the mutual promises and agreements herein fter made by and between the parties hereto, the said parties do hereby mutually promise and agree as follows.

- The principal balance outstanding as of September 1, 1988 is THREE HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED SEVENTY-EIGHT AND 99/100 (\$3.4,478.99) DOLLARS.
- The due date of April 1, 1989 is hereby extended to September 1, 1993. 2.
- The interest rate charged on said Note is hor by modified from 12.5% per annum amortizing, to 11% per annum amortizing.
- Installments, which include principal and interest, shall be paid as follows:
 - \$4,468.45 on the 1st day of October, 1988.
 - \$4,468.45 on the first day of each calendar month thereafter and,
 - A final payment of all outstanding principal and accrued interest on September 1, 1993, if not sooner paid.

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And the said parties hereto further mutually agree that all provisions, stipulations, powers and covenants in said Note and in the said Trust Deed contained, except as modified by this Modification Agreement, shall stand and remain unchanged and in full force and effect for and during said modified period, except only as the same are herein and hereby specifically varied or amended; and further that in the event of a failure to pay the same principal sum of \$382,500.00, or so much as is here outstanding, as herein provided, or to keep, fulfill or perform any or all of the covenants and agreements contained in said Trust Deed, then the whole of said principal sum shall, at the election of the holder of said Note, become at once, without notice, due and payable and may be collected together with all accrued interest thereon, in the same manner as if this modification had not been granted, anything hereinbefore contained to the contrary notwithstanding.

And it is expressly understood and agreed by and between the parties hereto that the covenants and agreements herein contained shall bind, and inure, to the respective heirs, executors, administrators, legal representatives and assigns of the said parties hereto.

IN WITNESS WHELEOF, the said parties hereto have signed, sealed and delivered those presents on the day and year first above written.

"LENDER" American National Bank & Trust Company of Chicago

Attest:

"BORE JUER"

America: National Bank & Trust Company of Chicago, not personally but solely as Trustee urder Trust No. 60731

Attest

BY:

Vice President

ASSISTANT SECRETARY

THIS MODIFICATION AGREEMENT. ALONG WITH THE NOTE AND TRUST DEED MENTIONED, HAVE BEEN

IDENTIFIED HEREWITH UNDER & Consented 698285.

\$1V2.

Chicago Title and TrustA

and Trust Asst. Vice-

This instrument is executed by AMISTON NATIONAL BANK AND TRUST COMPANY
US CHORDON, one conservate and color of the property of AMI the covenants
and trues to be proposed as the color of t

instrument.

This document prepared by and after recording return to:

Elisabeth M. Powers Real Estate Division American National Bank 33 North LaSalle Chicago, IL 60690

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Preside

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STATE OF ILLINOIS)
COUNTY OF Cook, 11) SS
COUNTY OF COURT
I, Church M Jawen , a Notary Public in
I, <u>(lunbell // furen</u> , a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY
that Auth K . Hoogewin Office President of
American Wational Bank and Trust Company of Chicago, all national banking association, and Kathlen A Rushing,
Assistant Secretary of said national banking association,
personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such 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 use and purposes therein set forth; and the
said Vice President dir also then and there acknowledge that
he as custodian of the corporate seal of said national banking association, did affix the said corporate seal of
said national banking association to said instrument as his
own free and voluntary act, and as the free and voluntary act
of said national banking association, for the uses and
purposes therein set forth.
Given under my hand and Notarial Seal this 4th day
of Orther, 1988.
OI DU WAR
Charlet M Pouver
Notary Purlic
$ au_{c}$
My commission expires:
$O_{\mathcal{K}_{\bullet}}$
"OFFICIAL SEAL"
Elisabeth M. Powers Notary Public, State of Illinois My Commission
My Commission Expires 12/02/01

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STATE OF ILLINOIS) //) SS
COUNTY OF COOK)
I, and for said County in the State aforesaid, DO HEREBY CERTIFY that W. MICHAEL WHELAY, a Trust Officer of American National Bank and Trust Company of Chicago, and SUZANNE G. BAKER, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as free and voluntary act of said Company, as Trustee and aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said company, did affix the corporate seal of said company to said instrument as his own free and voluntary act and as the free and voluntary act of said company as Trustee as aforesaid, for the uses and purposes therein set forth.
of Given under my hand and Notarial Seal this day of 71988.
Notary Pullic
My commission expires:
Notary Puris State of Papers My Commission Capitos 2/2/192

UNOFFICIAL COPY 2

STATE OF ILLINOIS) > SS
COUNTY OF I. Was Saught, a Notary Public in
and for said County in the State aforesaid, DO HEREBY CERTIFY that
Company, with are personally known to me to be the same
persons whose names are subscribed to the foregoing instrument as such Officer and person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said company, did affix the corporate seal of said company to said instrument as his own free and voluntary act and as the free and voluntary act
of said company as Trustee as aforesaid, for the uses and purposes therein set forth.
of
Notary Public
My commission expires: "OFFICIAL SEAL" Karen Navighton Notary Public, Siz (e of Illinois My Commission Expires 10/30/90
Expires 10/30/90

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LEGAL DESCRIPTION

3941-57 South Keeler Avenue Chicago, Illinois

That part of Lot 'B' in the Subidivision of the Circuit Court Commissioners in partition of that part of the Northeast 1/4 lying South of the Illinoiz and Michigan Canal Reserve of Section 3, Township 38 North, Range 13 East of the Third Principal Heridian, according to the Plat of said Subdivision recorded in the Recorder's Office, Cook County, Illinois, on September 5, 1893, in Book 59 of Plats, page 32, as Document 1924571, bounded and described as follows:

Beginning at the Intersection of the East line of South Keeler Avenue (a private street), nereinafter defined, with a line which is 392.50 feet North from and parallel with the North line of West 40th Street (a private street). hereinafter defined ord running thence East along the last described parallel line, a distance of 210.04 feet; thence North along a line parallel with and 210.84 feet East from the East line of said South Keeler Avenue, a distance of 113.67 feet; thence North trackerdly along the arc of a circle, tangent to the last described course, convex to the Horthwest and having a radius of 276.56 feet, a distance of 203.13 feet to the point of intersection of said arc with a line 60 feet, measured perpendicularly, Southeasterly from and parallel with the Southeasterly right of way line of the Gulf. Mobile and Ohio Railroad Company (formerly the Chicago Ind Alton Railroad Company); thence South Westwardly along the last described parallel line, a distance of 303.89 feet to its intersection with the East line of said South Keeler Avenue; thence South along said East line of South Keeler Avenue, a distance of 186.41 feet to the point of beginning.

The foregoing description is based upon the rolluming definitions:

South Keeler Avenue (a private street) is defined (8) a strip of land 66 feet in width, lying in Lot 'A' and in Lot 'B' of the Subdivision recorded in Book 59 of Plats, at page 32, as document 1924571, extending from the North line of Re-established District Boulevard to a line which is 60 feet. measured perpendicularly. Southeasterly from and parallel with the Southeasterly right of way of the Gulf, Hobile and Chio Railroad Company (formerly the Chicago and Alton Railroad Company). The West Aine of said strip is a straight line parallel to and 1151.05 feet West of the West line of South Pulasks Road. The East line of said strip is a straight line of parallel to and 66 feet East of the West line of said strip West 40th Strept (a private street) is defined as a strip of land, 65 feet in width, lying [7] in Lot 'A' and in Lot 'B' of the Subdivision recorded in Book 59 of Plats, pa page 32, as document 1924571, extending Easterly from a line parallel to 210 655.93 feet East of the North and South center line of Section 3, said parallel line being the East line of South Kildare Boulevard, to its (.) intersection with the West line of South Pulaksi Road. The North line of said strip is a line parallel to and 1086 feet North of the North line or Re-established District Boulevard. The South line of said strip of land is a line parallel to and 66 feet South of the North line of said strip of paid.

The North line of Re-established District Boulevard (a private street) and said North line extended is hereby defined as a straight line drawn from a point on the East line of said Section 3, 465.16 feet North of the East and West center line of said Section 3, to a point on the North and South Center

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line of Section 3, 464.03 feet North of the said East and West center line. The South line of Re-established District Boulevard is 80 feet South of and parallel to the North line of Re-established District Boulevard.

The North and South Center line of said Section 3, is herein defined as a straight line drawn from a point on the North line of said Section 3, measure 2648.14 feet West from the North East corner of said Section 3 and measured 2642.84 feet East from the Morthwest corner of said Section 3 to a point on the South line of said Section 3, measured 2669.37 feet West from the Southwest corner of said Section 3 and measured 2668.04 feet East from the Southwest corner of said Section 3.

The East and West center line of said Section 3 is herein defined as a strailine drawn from a point on the East line of said Section 3, measured 2597.19 feet South from the Northeast corner of said Section 3 and measured 2669.84 feet North from the Smutheast corner of said Section 3 to a point on the West line of said Section 3, measured 2598.77 feet South from the Northwest corner of said Section 3 and measured 2661.19 feet north from the Southwest corner of said Section 3, in Cook County, Illinois.

ALSO

PARCEL 2:

That part of Lot 'A' and of Lot '8' in the Subdivision of the Circuit Court Commissioners in partition of that park of the Northeast 1/4 Tying South of the Illinois and Michigan Canal Reserve of Section 3, Township 38 North, Rar 13 East of the Third Principal Heridian, eccording to the Plat of said Subdivision recorded in the Recorder's office. Cook County, Illinois, September 5, 1893, in Book 59 of Plats, page 32, as Document 1924571, bounded and described as follows:

Beginning at the point of intersection of the West line of South Keeler Avenue (a private street), (said West Street line being a line 1151.05 feet West from and parallel with the West line of South Pulacki Road), with a lin which is 60 feet measured perpendicularly, Southeasterly from and parallel with the Southeasterly right of way line of Gulf Mobile and Ohio Railroad Company (formerly the Chicago and Alton Railroad Company) and running thence North along the West line of said South Keeler Avenue produced North, a distance of 24.55 feet to a point which is 37.21 feet, measured perpendicularly, Southeasterly from said Southeasterly right of way line of the Gulf Mobile and Ohio Railroad Company; thence North Eastwardly along a straight line, a distance of 354.85 feet to a point which is 37.76 feet, measured perpendicularly, Southeasterly from said Southeasterly right of way line, thence South Mestwardly along the arc of circle, convex to the Northwest and having a radius of 197.10 feet, a distance of 43.34 feet to a point which is 326.87 feet North Eastwardly from the point of beginning and on said line which is 60 feet, measured perpendicularly, Southeasterly from and parallel with the Southeasterly right of way line of the Gulf, Mobile and Ohio Railr Company; and thence South Mestwardly along said parallel line, said distance of 326.87 feet to the point of beginning, in Cook County, Illinois.

TAX 1.D. 45 19-03-201-041 19-03-201-039 88510362