

UNOFFICIAL COPY

MODIFICATION AGREEMENT 90458846

This Modification Agreement made this 19th day of September, 1990 by and between COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER, an Illinois Corporation, hereinafter called "First Party", and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under trust agreement dated March 8, 1990 and known as Trust #110527-01, hereinafter called "Second Party".

WITNESSETH, that Whereas First Party is the owner of that certain indebtedness secured by a trust deed dated August 30, 1990 recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 90429377, conveying the real estate described as follows:

Lot 18 in Block 8 in John Lewis Cochran's Subdivision of the West 1/2 of the North East 1/4 of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

P.I.N. 14-08-208-012 Commonly known as 5327 N. Winthrop, Chicago, Illinois

and, Whereas the Parties hereto wish to change the amount of the indebtedness and terms of repayment thereunder.

Now, therefore, it is agreed by the parties hereto that the Note or other Obligation evidencing said indebtedness shall be and is hereby modified to provide that the principal amount of the indebtedness shall be \$225,000.00 instead of the previous balance of \$194,596.00.

It is further agreed that said modified balance of \$225,000.00 shall bear interest at the rate of First Colonial Bankshares Corporation's prime rate of interest plus one per cent per annum floating for ONE (1) year beginning August 30, 1990 and continuing during the term hereof, and at the aforementioned rate of interest plus an additional three per cent per annum upon default or after maturity, and shall be payable in quarterly installments of interest only beginning on the 30th day of November, 1990 and continuing on the 30th day of each and every successive quarter thereafter until the 30th day of August, 1991, at which time the entire outstanding balance of principal plus interest shall be due, if not sooner paid.

In all other respects said Note or other obligation and said trust deed shall remain unchanged and be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this instrument on the day and year first above written.

COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER, an Illinois corporation

BY: *Marka Seghetto*

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AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as trustee u/t/a dated March 8, 1990 a/k/a Trust #110527-01

BY: *[Signature]*

BY: *[Signature]*

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee be and shall be made solely by the Land Trustee and not personally. No personal liability of the Trustee, or any person, shall be asserted or shall in any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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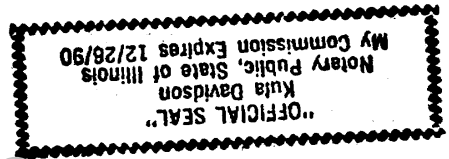
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MAIL ROOM
BERGER, NEWMARK & FENWELL P.C.
MIKE WOLFE
333 N. LA SALLE # 900
CHICAGO, IL 60601

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Property of Cook County Clerk



Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that
Assistant Vice President of American National Bank and Trust Company of Chicago and Kula M. Lutkus ASSISTANT SECRETARY
Assistant Trust Officer-Assistant Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President, and Assistant Trust Officer-Assistant Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that, as custodian for the corporate seal of said corporation, he did affix said corporate seal to said instrument as his 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 SEP 20 day of 19

1300

Community Bank and Trust Company of Edgewater
5340 N. Clark Street, Chicago, Illinois 60640

Prepared by:

COOK COUNTY, ILLINOIS