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MODIFICATION AGREEMENT

THIS AGREEMENT, made this 26th day of July, 1991 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, party of the first part, and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, an Illinois Corporation, not personally but as Trustee under the provisions on a Deed or Deeds in Trust duly recorded and delivered to said company in pursuance of a Trust Agreement dated May 8, 1990 and known as Trust Number 111952-03 party of the second part, WITNESSETH:

THAT, WHEREAS, the party of the second part heretofore executed a certain Mortgage dated July 9, 1990 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 12, 1990 as the Document Number 90335508 the following described real estate, lying and being in the County of Cook, State of Illinois, legally described as Exhibit "A" attached hereto and made a part of this reference:

15.00

which said Mortgage was given to secure the payment of one certain Principal Note executed by the party of the second part for the sum of \$900,000.00;

AND WHEREAS, said Mortgage securing said Principal Note is valid and subsisting lien of the premises described in said Mortgage for the principal sum of NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00);

AND WHEREAS, the said Principal Note by its terms was due and payable on July 9, 1991;

AND WHEREAS, the parties hereto have agreed upon an extension of time.

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually promise and agree as follows: to wit: Extend the maturity of the Note and Mortgage to March 31, 1992.

And the said parties hereto further mutually agree that all the provisions, stipulations, powers and covenants in said Principal Note and in the said Mortgage contained shall stand and remain unchanged and in full force and effect for and during said extended 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 NINE HUNDRED THOUSAND DOLLARS keep, fulfill or perform any or all of the covenants and agreements contained in said Mortgage then the whole of said principal sum shall, at the election of the holder of said Principal Note, become at once, due and payable and may be collected, together with all accrued interest thereon, in the same manner as if said extension 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.

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BOX 15



AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

BY [Signature]  
Second Vice President  
Officer

ATTEST:  
[Signature]  
Real Estate Officer

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK    )

I, Patricia A. Kustec, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Arthur W. Murray and Mark J. Fucinato personally known to me to be the Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and personally known to me to be the Real Estate Officer of said Bank, and personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Second Vice President and Real Estate Officer of said Bank, they signed and delivered said instrument and caused the corporate seal of said Bank to be affixed thereto, pursuant to authority given by the Board of Directors of said Bank, as their free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial Seal this 6<sup>th</sup> day of August, 1991.

Patricia A. Kustec  
Notary Public

My commission expires:  
5-21-94



CONSENT AND ACKNOWLEDGEMENT OF BORROWER

[Signature]  
John A. Miller

[Signature]  
Sandra Miller

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK    )

I, Patricia A. Kustec, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John A. Miller who is personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial Seal this 6<sup>th</sup> day of August, 1991.

Patricia A. Kustec  
Notary Public

My commission expires:  
5-21-94

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE MAILED TO:  
Ilona M. Rubas  
American National Bank and Trust Company of Chicago  
33 North LaSalle Street  
Chicago, IL 60690



Box 15

# UNOFFICIAL COPY 3

## EXHIBIT "A"

### PARCEL 1:

LOT 5 IN DURHAM'S SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/4 OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 256 FEET AND THE WEST 33 FEET AND THE SOUTH 33 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM SAUL STUART SHERMAN AND DEBORAH E. SHERMAN, HIS WIFE, AND CENTRAL NATIONAL BANK IN CHICAGO AS TRUSTEE UNDER TRUST NO. 2515 TO ELI A. GOLAN AND HELEN GOLAN, HIS WIFE, DATED DECEMBER 23, 1953 AND RECORDED JANUARY 15, 1954 AS DOCUMENT NUMBER 15,812,043 FOR A DRIVEWAY AND FOOTPATH FOR NORMAL AND CONVENIENT ACCESS TO AND FROM WESTMOOR ROAD OVER, THRU, ACROSS AND UPON THE FOLLOWING DESCRIBED PREMISES TO WIT: THE EAST 10 FEET OF LOTS 1 AND 2; THENCE EAST 10 FEET OF THE SOUTH 12 FEET OF LOT 3 AND THE WEST 10 FEET OF THE SOUTH 263.42 FEET OF LOT 4 IN DURHAM'S A SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

TAX I.D. # 05 17 307 035

Property Address: 1245 Westmoor  
Winnatka, IL 60093

PROPERTY OF Cook County Clerk's Office

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