

UNOFFICIAL COPY

THIS DOCUMENT IS BEING RE-RECORDED TO ADD AN AMORTIZATION SCHEDULE (SEE 2B)

And the said parties hereto further mutually agree that all provisions, stipulations, powers and covenants in said Note and in the Mortgage contained, as modified by said Modification Agreement, shall stand and remain unchanged and

4. Borrower agrees to pay all fees in relation to the recording of this Modification Agreement and for current Date Down Endorsement from Near North Title Insurance Company.

2b. Effective October 1, 1991, borrower shall pay \$2,000 principal, plus September 15, 1991 for appraisal prepared by Professional Real Estate Services.

2. The due date of June 1, 1991 is hereby extended to

1. The principal balance outstanding as of September 4, 1991, is TWO HUNDRED AND FIFTY THOUSAND AND NO/100 (\$250,000.00) DOLLARS.

Therefore, in consideration of the premises and the mutual promises and agreements hereinafter made of and between the parties hereto, and said parties do hereby mutually promise and agree as follows:

Whereas, the parties hereto have agreed upon an extension of time in said Note and Mortgage upon the terms and conditions hereinafter set forth. NOW

Whereas, said Note by its terms, as modified, is due and payable on July 31, 1992. AND

Whereas, said Mortgage securing said Note is a valid and subsisting lien of the premises described in said Mortgage, for the principal sum \$250,000.00. AND

Which said Modification Agreement reduced the principal amount to \$250,000.00;

Whereas, the Borrower heretofore executed a certain Mortgage dated November 3, 1989 and recorded November 9, 1989, in the office of the Recorder of Deeds of Cook County, Illinois, as Document #89535752, conveying real estate in the County of Cook, State of Illinois, legally described in "Exhibit A" attached hereto and made apart hereof by this reference ("Mortgage"), which said Mortgage was given to secure the payment of one certain Note executed by the Borrower in the sum of THREE HUNDRED AND SEVENTY FIVE THOUSAND AND NO/100 (\$375,000.00) DOLLARS. AND

WITNESSETH:

91528931

This Agreement, made as of the 4th day of September 1991, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a State of America, ("Lender"), and the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personally, but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated August 24, 1988 and known as Trust Number 106305-07 ("Borrower")

MODIFICATION AGREEMENT

COOK COUNTY RECORDER

145055 FROM 8212 07/16/91 10:14:00

45878 4 7 8 1 5

DEPT-01 RECORDING

116.29

91-478154 4 7 8 1 5 91-478154

N8904600

JK

29

91528931

1991 09 16

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Property of Cook County Clerk's Office

91 528 931

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11-1-2011
11:00 AM

Jill F. Johnston
AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO
33 North LaSalle Street
Chicago, Illinois 60602

This instrument prepared by and
after recording return to:

X Richard Hanson
[Signature]

X Richard A. Stein
[Signature]

Consent and Acknowledgment of Guarantors:

91 528 931

By: *[Signature]*
Borrower
American National Bank and
Trust company of Chicago, not
personally, but solely as
trustee under Trust #106305-07

Assistant Secretary
[Signature]
Attest:
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 are undertaken by it solely in its capacity as Trustee and not personally. No personal
liability or personal responsibility is assumed by or shall at any time be asserted or
enforceable against the Trustee on account of any warranty, indemnity, representation,
covenant, undertaking or agreement of the Trustee in the instrument.

By: *[Signature]*
Lender
American National Bank and
Trust company of Chicago
Vice President

Assistant Secretary
[Signature]
Attest:

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 \$250,000.00 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 Mortgage, 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, 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 whereof, the said parties hereto have signed,
sealed and delivered these presents on the day and year first
above written.

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Property of Cook County Clerk's Office

91528931

91528931

Property address: 420 South Clark Street, Chicago, Illinois
Tax ID# 17-16-242-035, VOL. 511

ILLINOIS,
THE NORTH HALF OF THE NORTH THREE-QUARTERS OF LOT 12 IN BLOCK 114 IN
SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH,
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

EXHIBIT A

9 1 4 7 8 1 5 4