

# UNOFFICIAL COPY

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## MODIFICATION AGREEMENT

This Agreement, made as of the 17th day of October, 1991 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, "Lender", and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated April 21, 1988, and known as Trust Number 105197-00 "Borrower".

### WITNESSETH:

Whereas, the Borrower heretofore executed a certain Mortgage dated May 4, 1988, and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document #88189899, conveying real estate legally described in Exhibit "A", attached hereto and made a part hereof by this reference: which said Mortgage was given to secure the payment of one certain Note executed by the Borrower of the sum of SIX HUNDRED SIXTY THOUSAND AND NO/100 (\$660,000.00) DOLLARS. AND

Whereas, said Mortgage was modified by Loan Modification Agreement dated June 15, 1988 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document #88280435. Which said Modification Agreement increased the amount of said Mortgage and Note to \$1,125,000.00. AND

Whereas, said Mortgage was modified by a Second Loan Modification Agreement dated August 14, 1989 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document #89448463. Which said Modification Agreement increased the amount of said Mortgage and Note to \$1,986,000.00. AND

Whereas, said Mortgage was modified by a Third Loan Modification Agreement dated November 28, 1989 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document #89567407. Which said Modification Agreement decreased the amount of said Mortgage and Note to \$1,695,000.00 and extended the maturity to December 31, 1990. AND

Whereas, said Mortgage was amended by a Fourth Loan Modification Agreement dated December 31, 1990 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as document #91124372. Which said Modification Agreement increased the amount of said Mortgage and Note to \$1,778,590.00 and extended the maturity to September 30, 1991.

DEPT-01 RECORDING \$17.00  
T#5555 TRAN 0784 10/21/91 09:39:00  
#1598 # E \*-91-548093  
COOK COUNTY RECORDER

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Whereas, said Mortgage, securing said Note is a valid and subsisting lien of the premises described in said Mortgage, for the principal sum of \$1,778,590.00. AND

Whereas, said Note by its terms, is due and payable on the 30th day of September, 1991. AND

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

Therefore, in consideration of the premises and mutual promises and agreements made by and between the parties hereto, the said parties do hereby mutually promise and agree to the following:

- 1) The principal balance outstanding as of October 17, 1991 is ONE MILLION SEVEN HUNDRED EIGHTEEN THOUSAND SIX HUNDRED SEVENTY TWO AND 99/100 (\$1,718,672.99) DOLLARS.
- 2) The due date of September 30, 1991 is hereby extended to October 31, 1991.

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 this Modification Agreement shall stand and remain unchanged and in full force and effect for the 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 repay the same principal sum of \$1,778,590.00, 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 and this Agreement, 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 said 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 whereof, the said parties hereto have signed, sealed and delivered these presents on the day and year first above written.

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Lender  
American National Bank and  
Trust Company of Chicago

By: *Moh J. Fuentis*  
Vice President

Attest: *[Signature]*  
Assistant Secretary

Borrower  
American National Bank and  
Trust Company of Chicago, not  
personally, but solely as  
Trustee under Trust #105197-00

By: *[Signature]*  
Vice President

Attest: *[Signature]*  
Assistant Secretary

### Consent and Acknowledgment of Guarantors:

*[Signature]*  
Darcy Bonner

*[Signature]*  
Scott Himmel

This instrument prepared by and after recording return to:

Mary J. Gonzalez  
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
33 North LaSalle Street, Box 221  
Chicago, Illinois 60602

*Please Put in  
Box 221*

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## EXHIBIT A

### Legal Description

Lots 34 and 35 in Doggett and Hills Subdivision of Block 40 in the Canal Trustees' Subdivision in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN 14-33-307-017  
14-33-307-018 1921 - 1923 North Hudson

Lot 12 in C. J. Hull's Subdivision of Block 52 in Canal Trustee's Subdivision of Part of the North  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  and the East  $\frac{1}{4}$  of the South West  $\frac{1}{4}$  of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

1732 North Cleveland - PIN 14-33-318-005

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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

I SANDRA L. TLSTOVIC

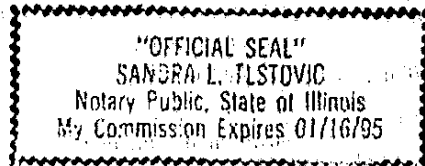
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. MICHAEL WIELAN, a Trust Officer of American National Bank and Trust Company of Chicago, and Gregory S. Kasprzyk, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names 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.

OCT 18 1991

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

*Sandra L. Tlstovic*  
Notary Public

My commission expires:  
\_\_\_\_\_



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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

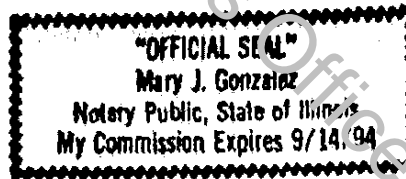
I, MARY J. GONZALEZ, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that MARK J. FUCINATO, Vice President of American National Bank and Trust Company of Chicago, a national banking association, and WILLIAM D. TROIAN, Assistant Secretary of said national banking association, 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 uses and purposes therein set forth; and the said Vice President did 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 18th day of October, 1994.

Mary J. Gonzalez  
Notary Public

My commission expires:

9.14.94



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CHICAGO, ILL.  
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