

American National Bank of Bensenville  
Bensenville, Illinois  
**UNOFFICIAL COPY**

LOAN MODIFICATION AGREEMENT

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91120855

RE: Loan #2286570417-00018

This Agreement entered into this 1st day of November, 1990, between AMERICAN NATIONAL BANK OF BENSENVILLE, a National Banking Association (hereinafter referred to as LENDER), and AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, not personally but as Trustee under the provision of a Deed or Deeds in Trust duly recorded and delivered to said LENDER in pursuance of a certain Trust Agreement dated August 26, 1980, and known as Trust Number 50587 (hereinafter referred to as BORROWER), whereas:

- A. BORROWER has heretofore executed and delivered to LENDER a Principal Note (the Note) dated October 25, 1985 in the principal sum of \$568,600.00 (Five Hundred Sixty Eight Thousand Six Hundred and 00/100) with a five (5) year maturity due November 1, 1990 said NOTE being made a part hereof by incorporation by reference.
- B. The Note is secured by a Mortgage dated October 25, 1985 and recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document #86014889 which encumbers the following described real estate: (said MORTGAGE being made a part hereof by incorporation by reference)

COOK COUNTY RECORDER  
10:21:00  
129855  
\$13.00

PARCEL 1: THAT PART OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS: COMMENCING AT A POINT IN THE WEST LINE OF SAID EAST 1/2, WHICH IS 445.99 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE CENTER LINE OF FRANKLIN AVENUE; CONTINUING THENCE SOUTH IN SAID WEST LINE 714.09 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE, CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 494.84 FEET FOR A DISTANCE OF 607.51 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHERLY LINE OF A SPUR TRACK RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, AS SAID RIGHT OF WAY IS RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK 56324 ON PAGES 243 TO 248, AS DOCUMENT NUMBER 17253047, ON THE 7TH DAY OF JULY, 1958, SAID NORTHERLY LINE BEING THE ARC OF A CIRCLE, CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 461.12 FEET; THENCE EASTERLY ON SAID LAST DESCRIBED ARC 55.80 FEET TO ITS POINT OF TANGENCY; THENCE NORTH 00 DEGREES 00 MINUTES 47 SECONDS WEST ON THE AXIS LINE OF SAID CIRCLE 6.38 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST IN THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY 38.01 FEET TO THE POINT OF BEGINNING OF LAND TO BE DESCRIBED, THENCE NORTH 80 DEGREES 32 MINUTES 58 SECONDS WEST 90.72 FEET TO A POINT OF CURVE, THENCE NORTHWESTERLY ON THE ARC OF A CIRCLE, CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 469.34 FEET, FOR A DISTANCE OF 222.02 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST ON A LINE 250.88 FEET (MEASURED AT RIGHT ANGLES) NORTH OF THE NORTH LINE OF AFOREMENTIONED RAILROAD RIGHT OF WAY, FOR A DISTANCE OF 656.60 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 296.94 FEET FOR A DISTANCE OF 218.24 FEET TO THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST ALONG SAID RAILROAD RIGHT OF WAY FOR A DISTANCE OF 408.39 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. EXCEPTING THEREFROM ALL THAT PART LYING WEST OF A LINE 2.0 FEET WEST OF AND PARALLEL WITH THAT WESTERLY LINE OF ACCORD AVENUE, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 12-19-400-148-149  
PROPERTY ADDRESS: 3650 Acorn Avenue, Franklin Park, Illinois 60131.

- C. The present outstanding principal sum of indebtedness of BORROWER to LENDER under said Note as of the date hereof is:  
\$367,969.14 (Three Hundred Sixty Seven Thousand Nine Hundred Sixty Nine and 14/100)
- D. BORROWER and LENDER mutually desire to modify certain of the terms and conditions of the Note and Mortgage as set forth immediately hereinafter.

NOW, THEREFORE, the parties hereto, notwithstanding anything contained to the contrary in said Note or Mortgage, agree as follows:

- 1. To renew the said original five (5) year Note and Mortgage dated October 25, 1985 now due the LENDER on said November 1, 1990 for an additional five (5) years at the same terms and conditions as said original Note and Mortgage except that the interest rate is 9.75% fixed and the new maturity date is November 1, 1995.

13.00

AND NOTE

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Except as modified by this Modification Agreement, all other provisions of the Note and Mortgage shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties have hereunto executed this instrument as of the date first above written.

DATE: 11-1-90

DATE: \_\_\_\_\_

AMERICAN NATIONAL BANK OF BENSENVILLE  
A National Banking Association

AMERICAN NATIONAL BANK & TRUST CO.  
OF CHICAGO, not personally but as  
Trustee under Trust #50587

By: Thomas J. Cunningham

By: [Signature]

Title: Commercial Banking Officer

Title: Trustee

Attest: [Signature]

Attest: [Signature]

Prepared by: Sherry L. Bird c/o American National Bank of Bensenville  
133 W. Grand Ave., Bensenville, IL 60106

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, \_\_\_\_\_, a Notary Public, in and for said County,  
in the State aforesaid, DO HEREBY CERTIFY, THAT \_\_\_\_\_

Second Vice President President of American National Bank and Trust Company of Chicago

And J. Michael Whelan ASSISTANT Secretary of said National

Banking Association, who are personally known to me to be the same persons  
whose names are subscribed to the foregoing instrument as such Second Vice President  
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 act and as the free and voluntary  
act of said National Banking Association, as Trustee as 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 National Banking Association, did affix said seal to said  
instrument as Trustee's own free and voluntary act and as the free and  
voluntary act of said National Banking Association, as Trustee as aforesaid,  
for the uses and purposes therein set forth.

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GIVEN under my hand and NOTARY SEAL this \_\_\_\_\_ day of MAR 1991, 19\_\_.



[Signature]

NOTARY PUBLIC