UNOFFICIAL COPY

LOAN MODIFICATION AGREEMENT 91246859

Whereas, Chicago Title & Trust Company of Chicago, as trustee under trust agreement dated Sept. 11, 1978 and known as trust no. 1073130 , and not personally, and Timothy Glascott as beneficiary of said Trust, executed a Note dated March 28, 1990 in the amount of TWO MILLION FIVE HUNDRED THOUSAND AND 00/100***DOLLARS (2,500,000.00) to the order of NORTH COMMUNITY BANK payable April 28, 1990 with interest payable monthly; and

Whereas, according to representations of beneficiaries of undersigned Trustee, Chicago Title & Trust Company of Chicago under trust number 1073130 to secure said Note also executed a Trust Deed, of even date to Chicago Title & Trust Company, which said Trust Deed has been recorded in the Office of the Recorder of Deeds of Cook County as Document Number 90195507 and

Whereas, the property covered by said Note, Trust Deed is 91246859 described as follows:

Parcel 2:

Lots 21 and 22 in Tomlinson's Subdivision of the North Part of Sub-Block 2 of the Subdivision of the North West ¼ of Block 11 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

TAX ID NO. 14-32-200-006; 14-32-200-007

PROPERTY ADDRESS: 2339 N. Racine, Chicago, IL 60614

NOW THEREFORE, in consideration of the mutual promises of the parties hereto; IT IS AGREED:

A. That the maturity date of said Note shall be changed from March 28, 1991 to March 28, 1992

B. It is further agreed that all other terms and conditions of the Note and Trust Deed shall remain in full force and effect.

APPROVED BY:

91246859

Timothy Glascott

NORTH COMMUNITY BANK

Scott M. Velvington, Executive Vice President

DEPT-01 RECORDING $13.00
T#2222 TRAN 0027 05/23/91 14:23:00
#9016 # B *-91-246859
COOK COUNTY RECORDER

CHICAGO TITLE & TRUST COMPANY as trustee and not personally under trust no. 1073130

Asst. Vice President

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and all of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee or for the purpose or with the intention of binding said Trustee personally but are nevertheless made and intended for the purpose of binding only that portion of the trust property specifically bound by this instrument, and this instrument is executed and delivered by said Trustee not individually and not as Trustee but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in said Trustee as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute and deliver the instrument), and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or forced against the said Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of any kind or character herein contained, express or implied, all such personal liability, if any, being expressly waived and released.

DATED: March 28, 1991

(1) American National Bank & Trust Company of Chicago, as trustee under trust agreement dated April 2, 1981 and known as trust no. 52390, and not personally.

Property of Cook County Clerk's Office