

92275386

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 15th day of April of 1992, by and between American National Bank, as Trustee, under Trust Agreement dated April 02, 1981 and known as Trust No. 52390, (hereinafter called "Mortgagor") and North Community Bank, an Illinois Banking Corporation, with an office at 3639 North Broadway, Chicago, Illinois 60613 (hereinafter called "Mortgagee").

WITNESSETH:

FILED APR 15 1992
92-275386
COOK COUNTY RECORDER

This Agreement is based upon the following recitals:

A. On March 28, 1990 for full value received, American National Bank, executed and delivered to Mortgagee a Promissory Note in the principal amount of TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 (\$2,500,000.00) (hereinafter called the "Note"), and secured the payment thereof by granting to Mortgagee, among other things, a certain Trust Deed (hereinafter called the "Note"), and secured the payment thereof by granting to Mortgagee, among other things, a certain Trust Deed (hereinafter called the "Mortgagee"), of even date with said Note, covering certain improved real property in the County of Cook, State of Illinois, which Trust Deed was recorded on May 28, 1991, as Document No. 91252103 with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

Lots 30 to 34, both inclusive, in Subdivision of Block 8 in Subdivision of that Part lying Northeasterly of Center of Lincoln Avenue of Northwest $\frac{1}{4}$ of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Tax ID No.: 14-29-119-018
Property Address: 1240-50 W. Oakdale, Chicago, IL

B. Mortgagor has requested that certain modifications be made in the above-mentioned Note and Mortgagee.

C. The outstanding principal balance of said Note as of April 15, 1992 is \$1,515,246.02

D. Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Mortgagee, and such subsequent lienholder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Trust Deed, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the Trust Deed, as herein modified, is a valid, first and subsisting lien of said Trust Deed Premises.

E. Whereas, said Note has reached maturity as of March 28, 1992, and was extended under a Loan Modification Agreement recorded on May 28, 1991, in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 91252103; it was agreed to extend the loan to September 28, 1992 that the interest rate on said loan would remain the same as all other terms and provisions of the Note and Trust Deed and Assignment of Rents would remain in full force and effect;

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NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Note and Mortgage are hereby modified as follows:

1. The maturity date of the Note shall be extended from March 28, 1992 to September 28, 1992.

In consideration of the modification of the terms of the Note and Trust Deed by Mortgagee, as hereinabove set forth, Mortgagor does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note and secured by the Trustage as herein modified, and to perform the covenants contained in the Mortgage, and further agrees that the prepayment privilege now in effect shall remain in full force and effect, and Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises held by Mortgagee, except as otherwise disclosed herein, and that the lien of the Trust Deed is a valid, first and subsisting lien on said Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note and the Trust Deed as modified hereby, or the first lien created thereby or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note, Trust Deed and other instruments and documents executed in connection with the subject trust deed loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

This instrument is executed by Mortgagor, not personally, but as Trustee under a deed or deeds in trust delivered pursuant to aforementioned Trust Agreement, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument); and no personal liability shall exist or be asserted or enforceable against Mortgagor generally or in any capacity other than as Trustee as aforesaid, because or in respect of this instrument, the Trust Deed so modified or the Note secured thereby, and its liability as Trust Deed shall be limited to and enforceable only out of the property described in this Trust Deed, by enforcement of the lien hereof, and no duty shall rest upon Mortgagor to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.


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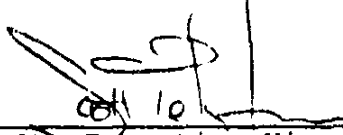
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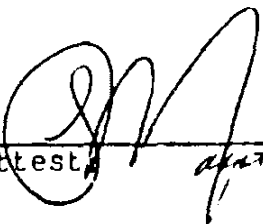
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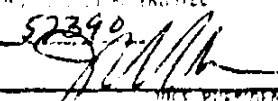
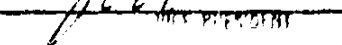
IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind the, as of the day and year first above written.

NORTH COMMUNITY BANK, Mortgagee:

Attest:

 Its Vice President
 MARILYN TZAKIS


 Its Executive Vice President
 SCOTT M. YELVINGTON


 Attest:

AMERICAN NATIONAL BANK
 American National Bank And Trust Company of Chicago
 NOT INDIVIDUALLY OWNED OR CONTROLLED
 UNDER TRUST NO. 52390
 BY 
 Attest: 

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, Sandra Kessler, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Marilyn Tzakis, Vice President, and Scott Yelvington, Executive Vice President, personally known to me to be the same person whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, including the waive of rights of redemption and waive of all rights and benefits under and by virtue of the homestead exemption laws of this state.

Given under my hand and notarial seal this 15th day of April, 1992.


 Notary Public

(NOTARIAL SEAL)

My commission expires: 12/31/94

This instrument prepared by:

North Community Bank
 3639 N. Broadway
 Chicago, IL 60613



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IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind the, as of the day and year first above written.

Timothy Glascott
Timothy Glascott

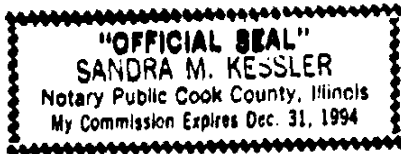
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Sandra Kessler, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Timothy Glascott and Maureen Glascott, personally known to me to be the same person whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of April, 1992.

Sandra M. Kessler
Notary Public

Prepared by/Mail To:
North Community Bank
3639 N. Broadway
Chicago, IL 60613



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