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DEPT-01 RECORDING 431.00 741111 TRAN 1126 08/06/93 11:52:00 43815 + *-タコーム19732 COOK COUNTY RECORDER

MORTGAGE MODIFICATION AGREEMENT

AGREEMENT dated as of April 15, 1993 between American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated June 1, 1967, and known as Trust No. 25671 ("Trust"), Bank One, Chicago, NA, f/k/a First Illinois Bank of Evanston, N.A. ("Bank") and Archie R. Simmons ("Guarantor").

RECUTALS

- A. Trust was originally indebted to the Bank in the principal sum of Three Hundred Ten Thousand and No/100 (\$310,000.00) as evidenced by a Mortgage Note ("Note") dated as of March 8, 1988, and increased and reduced from time to time, which Note is secured in part by a Mortgage Security Agreement and Financing Statement ("Mortgage") and Assignment of Rents applicable to the property commonly known as 1615-19 and 1621-23 Simpson Street, Evanston, Illinois legally Jescribed on the Exhibit "A" attached hereto which documents were recorded by the Cook County Recorder of Deeds on April 12, 1988, as Document Nos. 88151385 and 88151386, respectively.
- B. Said indebtedness has been reduced down to its present balance of Two Hundred Eighty Six Thousand Eight Hundred Ninety Two and 87/100 (\$286,892.87).
- C. Said Note is also secured by a Guaranty of Farment and Performance dated as of March 8, 1988, executed by the Guarantor
- D. Trust and Guaranters have requested an extension of the maturity date of the Note from April 15, 1993, until April 15, 1998, and bank is willing to grant such extension pursuant to the terms and provisions of this Agreement and Mortgage Note dated April 15, 1993, in the principal sum of Two Hundred Eighty Six Thousand Eight Hundred Ninety Two and 87/100 (\$286,892.87) ("Replacement Note").

NOW THEREFORE, in consideration of the above recitals, the parties acreto do hereby acknowledge and agree as follows:

- 1. Trust and Guarantor do hereby acknowledge that the Mortgage, Assignment of Rents and Guaranty and other applicable Security Documents are in full force and effect.
- 2. The Mortgage, Assignment of Rents and other Security Documents are hereby modified to provide that such instruments are also granted as collateral security for repayment of the Replacement Note.
- 3. Guarantor does hereby reaffirm and ratify his Guaranty.

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In all other respects, the Mortgage and other applicable Security Documents are hereby ratified and reaffirmed.

HIS DOCUMENT WAS PREPARED AND SHOULD BE RETURNED

Bank One, Chicago, NA 800 Davis Street Evanston, II. 60204-0712 Attn: Douglas W. Dancer

DATED AT EVANSTON, ILLINOIS AS OF THE DATE FIRST ABOVE WRITTEN. American National Bank and Trust Co.

as Trustee aforesaid and not personally.

Attest:

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| COUNTY OF COOK) | |
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| aforesaid, DO HEREBY CERTIFY, that Gregory S, Kasprzyk | tate and county |
| personally appeared before me in person and acknowledged that significant matter as his free and voluntary act, and as the free act act act act acts are acts and acts acts acts acts acts acts acts acts | |
| GIVEN under my hand and seal this JUL 0 6 1993 day of | , 199 2 . |
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| Notary Public | |
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| COUNTY OF COOK \ | |
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| My Commission Expires 3/7/27 | • |
| Notary Public | |
| STATE OF ILLINOIS) | Ö |
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| aforesaid, DO HEREBY CERTIFY, that a notary public in and for the sta | ite and county |
| personally appeared before me in person and admitted that | A the females |
| said but not personally but as Trustee aforesaid for | ntary act of |
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| State of Illinois ministers 3-294 | ~~~~ |
| Notary Public | |

Property of County Clerk's Office

EXHIBIT "A"

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10) IN B.
310N OF THE .
12, TOWNSHIP PAL HERIDIAN, IN .

PTH 1 0-12-421-023 LOT 1 IN SIMMONS' CONSOLIDATION OF LOTS 9 AND 10 (EXCEPT THE WEST 68.0 FEET THEREOF AND EXCEPT THE NORTH 1.0 FEET OF SAID LOT 10) IN BLOCK 7 IN PAYNE'S ADDITION TO EVANSTON, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.