

279a

THIS AGREEMENT, made this 28th day of June, 1993 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, party of the first part, and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, an Illinois corporation, not personally but as a 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 January 23, 1987 and known as Trust Number 101189-09 party of the second part, WITNESSETH:

THAT, WHEREAS, the party of the second part heretofore executed a certain Mortgage dated April 8, 1988 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 88187231 which encumbers the following described real estate, lying and being in the County of Cook State of Illinois, legally described as Exhibit "A" attached hereto and made a part hereof by this reference:

which said Mortgage was given to secure the payment of one certain Principal Note executed by the party of the second part for the sum of \$350,000.00

AND WHEREAS, said MORTGAGE securing said Principal Note is valid and subsisting lien of the premises described in said MORTGAGE for the principal sum of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00).

AND WHEREAS, the outstanding principal sum of indebtedness of the party of the second part to the party of the first part under the Note, as of the date hereof is TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) such sum is evidenced by the Note and Mortgage.

AND WHEREAS, the said Principal Note by its terms is due and payable on May 1, 2003.

AND WHEREAS, the parties hereto have agreed upon a reduction in rate and a shorter maturity date.

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually promise and agree as follows: to wit: The said party of the first part agrees with the said party of the second part that the per annum interest rate on said Note will change to 6.80% effective July 1, 1993 and the loan will mature on July 1, 1998.

The monthly principal and interest payment will change to \$3,905.59 effective August 1, 1993 and monthly thereafter until the final payment on July 1, 1998. The payment is based on the scheduled principal balance of \$198,183.25 remaining as of the interest change date and the remaining amortization term of 60 months.

And the said parties hereto further mutually agree that all the provisions, stipulations, powers and covenants in said Principal Note and in the said Mortgage contained shall stand and remain unchanged and in full force and effect for and 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 pay the same remaining principal balance keep, fulfill or perform any or all of the covenants and agreements contained in said Mortgage then the whole of said principal sum shall, at the election of the holder of said Principal 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 extension 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.

CA 237849

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AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO Trustee under Trust Agreement dated January 23, 1987 and known as Trust #101189-09

BY: _____
ITS: _____ *and UP*

(SEAL)

ATTEST:

BY: _____
ITS: _____

This instrument is executed by the undersigned Trust Trustees, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK

I, C. M. SOVIENSKI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gregory S. Kasprzak, Assistant Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association and F. JOHANSEN, 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 Assistant 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 free and voluntary act of said national banking association, as Trustee for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY 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, as Trustee, for the uses and purposes therein set forth.

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

C. M. Sovieniski
Notary Public

My commission expires



COOK COUNTY, ILLINOIS
FILED FOR RECORD

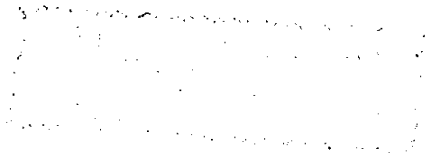
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AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

BY: [Signature]
ITS: Vice President

ATTEST:

BY: [Signature]
ITS: Assistant Secretary

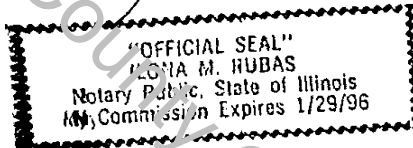
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Ilona M. Rubas, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Peggy A. Di Leo and Ma-k E Dibble personally known to me to be the V.P. of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and personally known to me to be the assist secretary of said Bank, and personally known to me to be the same persons/whose names are subscribed on the foregoing instrument, appeared before me this day in person and severally acknowledged that as such V.P. and assist secretary of said Bank, they signed and delivered said instrument and caused the corporate seal of said Bank to be affixed thereto, pursuant to authority given by the Board of Directors of said Bank, as their free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of August, 1993

Ilona M. Rubas
Notary Public

My commission expires:



CONSENT AND ACKNOWLEDGEMENT OF GUARANTORS

[Signature]
RONALD SPIELMAN

[Signature]
SHARI SPIELMAN

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

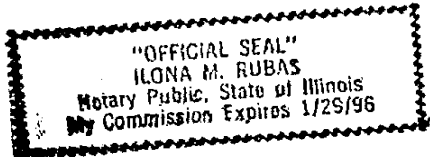
I, Ilona M. Rubas, a Notary Public in and for residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ronald Spielman and Shari Spielman who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of August, 1993.

Ilona M. Rubas
Notary Public

My commission expires:

THIS INSTRUMENT WAS PREPARED BY:
M. Jean Barreyro
American National Bank and Trust Co.,
33 North LaSalle Street
Chicago, IL 60690



Box 15 ↑ mail to

90654585

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EXHIBIT "A"

LOTS 3 AND 4 IN WILSON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF 24 IN BLOCK 2 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 1924 N. Orchard
Chicago, Illinois 60614

Tax ID #: 14 33 301 068 & 14 33 301 069

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