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MODIFICATION TO TRUST DEED AND NOTE

This Supplement and Modification to Trust Deed and Note entered into this first day of April, 1994, between PlainsBank of Illinois, N.A., formerly known as Des Plaines National Bank, a national banking association and THE FIRST NATIONAL BANK OF DES PLAINES, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER THE PROVISIONS OF A DEED OR DEEDS IN TRUST DULY RECORDED AND DELIVERED TO SAID BANK IN PURSUANCE OF A TRUST AGREEMENT DATED JULY 14, 1980 AND KNOWN AS TRUST NUMBER 98233008 (hereinafter referred to as "Mortgagor") for the purpose of amending that certain Principal Note ("Note") made and delivered by the Mortgagor to the Mortgagee payable to PlainsBank of Illinois, N.A., formerly known as Der Plaines National Bank, a national banking association and dated July 14, 1980 for the principal sun. of THIRTY EIGHT THOUSAND AND NO/100---DOLLARS (\$38,000.00);

WITNESSETH

Payment of the Note is secured by a Trust Deed from the Mortgagor to Chicago Title and Trust Company, an Illinois corporation, ("Trustee") dated July 14, 1980 and recorded August 20, 1980 with the Cook County Recorder of Deeds as document 25553974 in the county of Cook, state of Illinois, and Supplement and Modification to Trust Deed and Note dated April 1, 1987, and Supplement and Extension to Trust Deed and Note dated April 1, 1992, and Supplement and Extension to Trust Deed and Note dated April 1, 1993 and recorded April 29, 1993 with the Cook County Recorder of Deeds as document 93317675 in the county of Cook, state of Illinois, on the following real estate:

LOT NUMBER 2704 IN 777 NORTH MICHIGAN AVENUE CONDOMINIUM. AS DELINEATED ON SURVEY OF LOTS 1 TO 8, BOTH INCLUSIVE, IN WINSTON'S PINE STREET SUBDIVISION OF PART OF BLOCK 54 IN KINZIE'S ADDITION TO CHICAGO ACCORDING TO THE MAP OF SAID SUBDIVISION RECORDED MARCH 18, 1890 AS DOCUMENT 1,236,447 IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND ALSO: THE NORTH 8 FEET OF THAT PART OF LOT "A" IN LILL'S CHICAGO BREWERY COMPANY'S SUBDIVISION OF BLOCK 54 IN KINZIE'S ADDITION TO CHICAGO, AFORESAID, WHICH LIES SOUTH OF AND ADJOINING THE SOUTH LINE OF SID LOT 8 AND WEST OF THE EAST LINE EXTENDED SOUTH OF SAID LOT 1 TO 8, BOTH INCLUSIVE IN WINSTON'S PINE STREET SUBDIVISION IN SECTION 10. TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" 130. DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT KNOWN AS TRUST 777, RECORDED AS DOCUMENT 24,159,127, TOGETHER WITH THE UNDIVIDED PERCENT INTEREST APPURTENANT TO SAID UNIT IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM (EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE SAID DECLARATION AND SURVEY), HEREINAFTER "PROPERTY".

PERMANENT TAX NUMBER: 17-10-200-065-1214

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COMMONLY KNOWN AS: 777 North Michigan Avenue, Unit #2704, Chicago, Illinois

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WHEREAS, Mortgagor is justly indebted to Mortgagee as of the date of this Agreement in the principal amount of \$31,085.07; and

WHEREAS, Mortgagee has agreed to supplement and modify the aforementioned Trust Deed and Note; and

WHEREAS, Mortgagor recognizes and affirms that the lien of the aforesaid Trust Deed held by Mortgagee is a valid and subsisting lien on the real property described above:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and upon the expressed condition that the lien of the aforesaid Trust Deed held by the Mortgagee is a valid and subsisting lien on the premises described above and on the further condition that the execution of this Supplement and Modification of trust Deed and Note will not impair the lien of said Trust Deed and that it is understood that a breach of conditions of either of them, that this Agreement will not take effect and shall be void.

IT IS HEREBY A GREED, as follows:

- 1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.
- 2. The Mortgagor hereby covening promises and agrees to perform each and all of the covenants, agreements and obligations contained in said Trust Deed to be performed by the Mortgagor therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Trust Deed.
- 3. It is further agreed, however, that the Note on which there is an outstanding principal balance of \$31,085.07 plus interest which is currently to be paid in full no later than April 1, 1994 shall be extended and shall mature on April 1, 1995. Said Note will bear interest from the date hereof at a rate of EIGHT PERCENT (8.00%) per annum. This Note is to be paid in installments as follows: TWO HUNDRED FIFTY AND 41/100---- DOLLARS (\$250.41) on the first day of May 1994 and TWO HUNDRED FIFTY AND 41/100---DOLLARS (\$250.41) on the first day of each month, except that the final payment of principal and interest, if not sooner paid, shall be due on April 1, 1995. THIS IS A BALLOON NOTE AND ON THE MATURITY DATE A SUBSTANTIAL PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE WILL REMAIN UNPAID BY THE MONTHLY PAYMENTS ABOVE REQUIRED. PLAINSBANK OF ILLINOIS, N.A. IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE MORTGAGOR WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS OWNED BY THE MORTGAGOR, OR THE MORTGAGOR WILL HAVE TO FIND A LENDER WILLING TO LEND THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN. All payments shall be made in lawful money of the United States at the office of PlainsBank of Illinois, N.A., 678 Lee Street, Des Plaines, Illinois, 60016, or such other place that the holder may from time to time in writing appoint.

ALL PAYMENTS on account of the indebtedness evidenced by this modification shall be first applied to interest accrued on the unpaid principal balance and the remainder to principal. FIFTEEN (15) DAYS AFTER A PAYMENT IS DUE, PlainsBank of Illinois, N.A. shall be entitled to collect and the Borrower obligated to pay a late charge of five percent (5%) of the amount of the late payment.

Property of Cook County Clerk's Office

PREPAYMENT PENALTY: Any pre-payment of the loan will be subject to a penalty on the amount prepaid, at any time prior to maturity at five percent (5%) through the first anniversary of the Supplement and Modification to Trust Deed and Note, declining by one percent (1%) of the principal balance outstanding through each anniversary date thereafter until maturity.

- 4. Said Trust Deed and Note as supplemented and modified are subject to all the provisions contained in said Trust Deed and Note, and Mortgagor hereby specifically agrees to secure the performance of all the covenants, agreements and conditions contained in all the instruments pertaining to the repayment of said Note.
- 5. Mortgagor agrees that if a default is made in the payment of any principal and interest in the aforesaid Note, as supplemented and modified, when due or if there shall be any other breach or default of the terms, conditions and covenants of the Trust Deed and Note, then the entire principal habance, together with all interest accrued thereon, shall at the option of the Mortgagee become due and payable immediately without further notice.
- 6. All of the rese property described in the aforementioned Trust Deed shall remain in all respects subject to the lien, charge and encumbrance of said Trust Deed and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance affected by said Trust Deed except as expressly provided herein.
- 7. The word "Note" as used here in shall be construed to mean the Note and the Note as supplemented and modified herein or by any other instrument evidencing the indebtedness referred to herein.
- 8. The original signed copy of this supplement and modification may be recorded with the Recorder of Deeds in Cook County, state of Illinois. This supplement and modification together with the original Trust Deed and Note shall constitute the terms and conditions of the Trust Deed and Note and be binding upon the Mortgagor and its successor and assigns.

and assigns.

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IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have hereunto set their scal this first day of April 1994.

THE FIRST NATIONAL BANK OF DES PLAINES, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER THE PROVISIONS OF A DEED OR DEEDS IN TRUST DULY RECORDED AND DELIVERED TO SAID BANK IN PURSUANCE OF A TRUST AGREEMENT DATED JULY 14, 1980 AND KNOWN AS TRUST NUMBER 98233008

BY Trust Officer

Exoneration provision restricting any liability of First National Bank of Des Plaines, either affixed on this or on the reverse side hereof or stiached hereto, is expressly made a part hereof.

Altest:

PLAINSBANK OF ILLINOIS, N.A. formerly known as DES PLAINES NATIONAL BANK

BY: Geraldine Rickert,

Vice President

Attest: Cornelia Grunst,

Vice President Corporate Affairs

and Communications

Consent Given By: Chicago Title and Trust Company, Trustee

This document prepared by:

Kimberly A. Stephenson

PLAINSBANK OF ILLINOIS, N.A.

678 LEE STREET

DES PLAINES, ILLINOIS 60016

Chicago, Illinois

DEPT-01 RECORDING

T#8888 TRAN 2717 95/94/94 13:00:00

COOK COUNTY RECORDER

#1513 # JB #~94-399342

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\$31.50

Executed and delivered by First Metional Bank of Des Plainsis, not in its individual capacity, but solely in the capacity haveln described. for the purpose of binding the horsin described property, end it is aupressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the undertakings And agreements herein made, are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but intecuted and delivered by the Trustee solely in the evertice of the powers conferred upon it as auch Trustoe, and no personal liability he bursquel respondibility is assumed by, or shall at any time he asserted at enforced against said Trustee on account hereof or on account of any undertaking at agreement herein contained, either expressed or implied, all such personal liability if any being hereby expressly welved and relocable by all other parties hereto, and those claiming by, through, or under them.





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STATE OF ILLINOIS, SS.

I, the undersigned, a Notary Public in and for the County and State aforesald, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, 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 act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

APR 25 1994

Notary Public

Date

"OFFICIAL SEAL"
Ethel D. Johnson
Notary Public, State of Illinois
My Commission Expires 3/3/96

| STATE OF ILLINOIS) COUNTY OF COOK) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I, The Wiksiand, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Yoursey That Wentley |
| Trust Officer of |
| Airst Matiena Wark of Mr. Plaints Secretary of said Bank, who are personally |
| known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sund Matrices, Trust Officer and Ocqueing 40 Marcus Sund Sund Sund Sund Sund Sund Sund Sund |
| respectively, appeared before me this day in person and acknowledged that they signed and delivered the |
| said instrument is their own free and voluntary act and as the free and voluntary act of said Bank, for |
| the uses and purposes therein set forth; and the said Must hiter Secretary then and there acknowledged |
| that said hank to said instrument as said sandary's own free and voluntary act and as the free and |
| voluntary act of said Bank for the uses and purposes therein set forth. GIVEN under my hand and |
| notarial seal this |
| nomina som uns |
| Notary Public "OFFICIAL SEAL" Kelley A. Richardson Notary Public Relation |
| My commission expires: 7/12/97 Notary Public, State of Illinois My Commission Expires 7/12/97 |
| STATE OF ILLINOIS) COUNTY OF COOK) |
| COUNTY OF COOK) |
| |
| I, Helen Tasoulis, a Notary Public in and for said County in the State aforesaid, |
| DO HEREBY CERTIFY that Geraldine Rickert, Vice President, of N. A. N. SBANK OF ILLINOIS, N.A., |
| and Cornelia Grunst, Vice President Corporate Affairs and Communications of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing |
| instrument as such Vice President and Vice President Corporate Affairs and Communications, |
| 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 Corporation, |
| for the uses and purposes therein set forth; and the said Corporation then and there acknowledged that, |
| as custodian of the corporate seal of said corporation, she did affix said corporate seal to said instrument |
| as her own free and voluntary act and as the free and voluntary act of said Corporation, for the ises and purposes therein set forth. GIVEN under my hand and notarial seal this 14th day of |
| purposes therein set forth. GIVEN under my hand and notarial seal this 14th day of |
| |
| |
| Helen Tavoulia |
| Notary Public |
| My commission expires: 11/23/97 |
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