

255 (A)  
175  
11/20/95

95875751

DEPT-01 RECORDING 125.50  
145555 TRAN 3613 12/15/95 15157100  
19004 B.J. \*-95-875751  
COOK COUNTY RECORDER

**MODIFICATION AGREEMENT**

This Modification of Revolving Credit Note, Revolving Credit Mortgage, and Guaranty of Note and Mortgage (hereinafter referred to as the "Modification Agreement") made this 13th day of November, 1995, by First Bank, N.A. successor to National Boulevard Bank of Chicago, not personally, but as Trustee under a Trust Agreement dated June 5, 1984, and known as Trust No. 6973 (hereinafter referred to as "Mortgagor"), and First Security Bank of Chicago, (hereinafter referred to as "Mortgagee").

**WITNESSETH:**

WHEREAS, Mortgagor has executed and delivered to Mortgagee that certain Revolving Credit Note dated September 20, 1990, in the maximum principal amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) ("Note"), which Note is secured by a Revolving Credit Mortgage ("Mortgage") of even date therewith, recorded on January 15, 1991, in the Recorder's Office of Cook County, Illinois as Document Number 91022466 relating to the property legally described in Exhibit "A" attached hereto; and

WHEREAS, Mortgagor, Mortgagee and Guarantor have agreed to enter in this Modification Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt of which is hereby acknowledged by Mortgagee, Mortgagor, Guarantor and Mortgagee agree that the Revolving Credit Note, Revolving Credit Mortgage and Guaranty shall be and are modified as follows:

- 1) It is hereby acknowledged that as of the date hereof, the present principal balance due under the Note heretofore referred to is One Hundred Ninety One Thousand Six Hundred Seventy Nine and 09/100 Dollars (\$191,679.09).
- 2) The maturity date of September 20, 1998, is hereby changed to June 20, 1996.

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Modification Agreement

3. Except for the Modifications stated hereinabove, the Note, Mortgage, and Guaranty are not otherwise changed, modified or amended and remains in full force and effect.

This Modification Agreement is executed by Mortgagor, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained shall be construed as creating any liability on Mortgagor personally to perform any covenant either expressed or implied herein contained, or such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed as of the date first above written.

MORTGAGEE:  
FIRST SECURITY BANK OF CHICAGO

By: *Michael J. Carletta*

Title: *Vice President*

MORTGAGOR:  
FIRST BANK, N.A. SUCCESSOR TO  
NATIONAL BOULEVARD BANK OF  
CHICAGO, not personally, but  
as a Trustee under Trust  
Agreement dated 6/5/84 and  
known as Trust #6973

GUARANTOR:

*John I. Marshall III*  
John I. Marshall III

*John K. Morris*  
Trust Officer Vice President

*John K. Morris*  
Trust Officer

PERSONAL TRUST ADMINISTRATOR

95873731

# UNOFFICIAL COPY

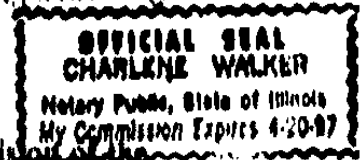
STATE OF ILLINOIS )  
                          )S.S  
COUNTY OF COOK   )

I, Charlene Walker Notary Public in and for said county and state, do hereby certify that the above signed appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of December, 1995

EXHIBIT "A"

*Charlene Walker*



## LEGAL DESCRIPTION

The West 33 feet of Lot 17 in Out Lot "C" in Wrightwood, a Subdivision of the Southwest quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

P.I.N. 14-28-315-039

Property address: 618 W. Fullerton Ave.  
Chicago, IL.

Prepared by:  
Mail to:

First Security Bank of Chicago  
196 E. Pearson  
Chicago, IL 60611



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