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SECOND MORTGAGE MODIFICATION AGREEMENT

AGREEMENT dated as of December 1, 1994 between Diane L. Gabriel ("Mortgagor"); The Estate of Joseph M. Gabriel ("Borrower") and Bank One, Chicago, NA, f/k/a Bank One, Evanston, NA ("Bank").

DEFT-OF RECORDING \$27.50 T40014 TRAM 5193 04/06/95 15:21:00 +0839 + JW #-95-232225 COOK COUNTY RECORDER

RECITALS

- Borrower is indebted to Bank in the principal sum of Three Hundred Seventy Five Thousand Dollars (\$375,000.00) as evidenced by a Mortgage Note ("Note") dated as of November 20, 1992, which Note is secured in part by a Mortgage, Security Agreement and Financing Statement ("Mortgage") applicable to the property commonly known as Parcel Located at Southeast Corner of Plainfield and County Line Roads, Burn Ridge, Illinois, legally described on Exhibit A attached hereto, which document was recorded with the Cook County Recorder of Deeds as Document Number 93549993 on July 15, 1993, and as modified by Mortgage Modification Agreement dated November 30, 1993 recorded with the Cook County Recorder of Deeds as Document Number 94393814 on May 3, 1994.
- B. Borrower has requested an extension of the maturity date of the Note from December 1, 1994 to March 1, 1995 and Bank is willing to grant such extension of the maturity date pursuant to the terms and provisions of this Agreement and the Promissory Note dated December 1, 1994 in the principal sum of Three Hundred Seventy Five Thousand Dollars (\$375,000.00) ("Replacement Note").

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

- 1. Mortgagor and Borrower does hereby acknowledge that the Mortgage and other applicable Security Documents are in full force and effect.
- 2. The Mortgage and other Security Documents are hereby modified to provide that such instruments continue to be granted as collateral security for repayment of the Replacement Note.
- 3. Mortgagor hereby ratifies and reaffirms the Hypothecation Agreement.
- 4. In all other respects, the Mortgage and other applicable Security Documents are hereby ratified and reaffirmed.

Prepared By/Return To:
Susan A. Fogel
Banc One Illinois Corporation
208 South LaSalle Street, Suite 10
Chicago, Illinois 60604

After recording mail to:

Judy Davis/Loan Services Bank One, Chicago, NA PO Box 806083, Chicago, IL 60680-6083

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Dated at Evanston, Illinois as of the date first above written.	
MORTGAGOR:	BANK:
Mortgagor: Mone L. Gabriel Diane L. Gabriel	BANK ONE, CHICAGO, NA, F/K/A BANK ONE, EVANSTON, NA
BORRUMER:	By: / Controller
The Estate of Joseph M. Gabriel	\cdot / \cdot /
By: longing Sould to proceed refrescult Loretta G Scott Co-Personal Representative	ttwi.
By: Co-Consoner George Domino, Co-Personal Parkers Representative	~ ~ MULS ~
STATE OFWisconsin_)	
)SS COUNTY OF <u>Milwaukee</u>)	
I, <u>Carol A. Mueller</u> , a notary pu aforesaid, DO HEREBY CERTIFY, that <u>Dia</u>	ublic is and for the state and county ne i. Gabroel and Loretta G. Secti
and George Domino	4,
personally known to me to be the same personally known to me to be the same personal subscribed to the foregoing instrument, and acknowledged that (s)he (they) signed instrument as (his/her/their) free and value purposes and in the capacity (if any) than seal this List day of Vebruary	appeared before me into day in person, ed, sealed and delivered the said voluntary act, for the uses and nerein set forth. Given under my hand
	Carol a. Microcar
	Notary Public

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STATE OF THINKS
STATE OF Thus) COUNTY OF Kine)
I, JOAN R. Style?, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that
personally known to me to be the same person(s) whose name(s) (is/are)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he (they) signed, sealed and delivered the said instrument as (his/her/their) free and voluntary act, for the uses and purposes and in the caracity (if any) therein set forth. Given under my hand and seal this
Notary Public -
Notary Public OFFICIAL SEAL LAURA R. SHARP NOTARY PUBLIC. STATE OF ILLINOIS My Commission Expires Jan. 7, 1995
STATE OF) SS
COUNTY OF)
T'
I,, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that
personally known to me to be the same person(s) whose name(s) (is/in)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he (they) signed, sealed and delivered the said instrument as (his/her/their) free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth. Given under my hand
and seal this day of, 19 9522222
Notary Public

BANK ONE, CHICAGO, NA
MAR 6 1995
RECORDING/RELEASE

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EARCH COVER, CHICAGO, NA

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EXHIBIT "A"

* LEGAL DESCRIPTION

TRACT 1A IN KROPPLER AND LEONARD'S SUBDIVISION OF TRACT 1 IN BURR RIDGE ESTATES, BEING A SUSPIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 19. TOHNSHIP 38 NORTH, PANGE 12, FAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT A TRIANGULAR PIECE DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF TRACT I, THENCE EAST OF THE SOUTH LINE THEREOF 317.3 FEET; THENCE WESTERLY TO A POINT ON THE WEST LINE OF SAID TRACT AND 4.0 FEET NORTH OF THE POINT OF BEGINNING: THENCE SOUTH 4.0 FEET TO THE TOINT OF BEGINNING; AND A TRIANGULAR PIECE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF TRACT 2, 317.3 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST OF SAID NORTH LINE 317.3 . FEET TO THE NORTHEAST CORNER OF SAID TRACT: THENCE SOUTH ON THE EAST LINE OF SAID TRACT 4.0 FEET; THENCE WESTERLY TO THE POINT OF BEGINNING, IN COOK The Clark's Office COUNTY, ILLINOIS.

PIN: 18-19-103-050 Vol. 82

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