

Atty. Gen. # 2099 117/60

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Chicago Council

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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").

DEPT-01 RECORDING \$27.50
140014 TRAN 5193 04/06/95 15:21:00
#0839 # JW *-95-232225
COOK COUNTY RECORDER

RECITALS

- A. 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, Burr 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 Recitals, 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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EXHIBIT "A"

LEGAL DESCRIPTION

TRACT 1A IN KROENLER AND LEONARD'S SUBDIVISION OF TRACT 1 IN BURR RIDGE ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT A TRIANGULAR PIECE DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF TRACT 1, 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 POINT 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 COUNTY, ILLINOIS.

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

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