DEPT-01 RECORDING

\$31.00

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MODIFICATION OF MORTGAGE : JM #-95-281651
AND ASSIGNMENT OF RENTS COOK COUNTY RECORDER

This Modification of Mortgage and Assignment of Rents, dated the 10th day of April, 1995, by THE FIRST COMMERCIAL BANK, thereinafter referred to as "Lender").

RECITALS:

WHEREAS, Lender is the holder of a certain Note, dated April 13, 1994, in the original principal amount of One Hundred Eighty Thousand and no/100ths (\$130,000.00) DOLLARS, executed by Donald Marg

Assignment of Rents ("Assignment of Rents") dated April 13, 1994 and recorded April 19, B. 1994, with the Cook County Recorder of Deeds as Document No. 94350573.

The above documents are hereinafter jointly referred to as the "Loan Documents."

WHEREAS, Lender wishes to modify the legal description of the Premises to remove therefrom a portion thereof.

NOW, THEREFORE, in consideration of the above set forth recitals and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

- The recitals hereinbefore set forth are hereby made a part hereof and incorporated herein as if į fully set forth.
- The legal description of the Premises is hereby amended to be set forth on Exhibit B attached 2

(hereinaster referred to as "Maker") (hereinaster referred to as the "Note"). WHEREAS, the Note is secured by the following "Loan Documents" executed by Maker: Mortgage ("Mortgage") dated April 13, 1994 and recorded April 19, 1994 with the Cook A. County Recorder of Deeds as Document No. 94350970 or the Real Estate legally described in Exhibit A which is attached hereto any by this reference incorporated herein, hereinafter referred to as the "Premises."

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hereto and incorporated herein by this reference and from and after the date hereof the "Premises" shall refer only to the property described on Exhibit B hereto

- Nothing in this Agreement shall change or modify in any manner the conditions and covenants 3 of the Loan Documents, except as specifically stated herein, and such Loan Documents shall otherwise remain in full force and effect
- In the event of a conflict or inconsistency between this Agreement and the Loan Documents, the 4. terms herein shall supersede and govern

IN VITNESS WHEREOF, the undersigned has executed this Modification of Mortgage and Assignment of Rents as of the day and year first above written

THE FIRST COMMERCIAL BANK

BY

Alan M. Share First Vice President

ATTEST:

Gregory D Salm

First Vice President and Cashier

Prepared by and Mail to:

Alan M. Share THE FIRST COMMERCIAL BANK 6945 N. Clark St. Chicago, IL 60626

STATE OF ILLINOIS)

)SS

COUNTY OF COOK)

Solly Clark I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alan M. Share, First Vice President of The First Commercial Bank, and Gregory D. Salm, First Vice President and Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such First Vice President and First Vice President and Cashier. 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 Bank for the uses and purposes therein set forth; and the said First Vice President and Cashier then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

Given, under my hand and Notarial seal this 1014 day of APUL 1995

OFFICIAL SEAL LINDA MARAGOS

Notary Public, State of Illinois My Commission Expires 10/15/98

Neary Public Nara (15)