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#### MODIFICATION AND EXTENSION AGREEMENT

THIS MODIFICATION AND EXTENSION AGREEMENT made this 3rd day of May, 1995 and among BANK OF LINCOLNWOOD, an Illinois Banking Association ("Bank"), the owner and holder of the Note and Mortgage, hereinafter described, and BANK OF RAVENSWOOD, not personally, but as trustee under Trust Agreement dated November 8, 1982 and known as Trust Number25-7928hereinafter referred

"Debtor").

'AMERICAN NATIONAL BANK AND TRUST COMPARTY OF CHICAGO. AS SUCCESSO ! TO THESE CHICAGO TRUST COMPANY OF HUNOI WITNESSETH

TUCCOSON to 4

T\$2222 TRAN 9977 06/01/95 15:30:00 \*-95-356230

\$1362 \$ VF COOK COUNTY RECORDER

WHEREAS the Debtor has executed, as maker, that certain Revolving Credit Note dated May 3, 1990 payable to the Bank in the principal amount of \$110,000,00 ("Note"), secured by a Revolving Credit Mortgage dated May 3, 1990 and recorded with the Recorder of Deeds of Cook County as Document No. 94407833 ("Mortgage"); and

WHEREAS, there remains a principal balance due on the loan evidenced by the Note in the amount of \$110,000.00 and

WHEREAS, the parties hereby agree to modify and extend the terms of payment of the Note and Mortgage covering the real estate located in Cook County, Illinois legally described as follows:

Lot 8 (except the South 60.43 feet of the East 18.45 feet), the West 13.10 feet of the South 85 feet of the North 140 feet of Lot 7, in Block 6 in Arthur T. McIntosch & Co's Mission Hills Estates, being a subdivision of the South 1/2 of the Southeast 1/4 and that part of the South 1/2 of the Southwest 1/4 which lies East of Surders Road of Section 7. Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat registered as Document Number 1282197.

Commonly known as: 3953 Walters, Northbrook, IL Tax I. D. #: 04-07-402-033 & 04-07-402-034

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the parties have agreed as follows:

- 1. The principal amount of line Line of Credit from and after the date hereof shall be \$110,000.00.
- 2. The Maturity, as defined in the Note and Mortgage, is hereby extended to May 6, 2000.
- 3. Except as expressly herein provided, all terms of the note, Mortgage and all other loan documents executed in connection therewith, shall remain in full force and effect.

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The Note, as modified by this Modification and Extension agreement, evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17. Paragraph 5405. The lien of the Mortgage secures the payment of the Note, as modified by this Modification and Extension Agreement, and all future advances made on the loan evidenced by the Note, to the same extent as if such future advances were made on the date of the execution of the Mortgage without regard to whether or not there is any Advance made at the time the Mortgage or this Modification and Extension Agreement is executed and without regard to whether or not there is any indebtedness outstanding at the time any Advance is made.

THIS instrument is executed by Bank of Ravenswood 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 said Bank of Ravenswood hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that noting herein contained shall be construed as creating any liability on said Bank of Ravenswood personally to perform any covenam either express or implied herein contained, all such liability, if any being expressly waived.

IN WITNESS WHEREOF, the undersigned have affixed their signatures to this Modification and Extension Agreement, on the day and year first above written.

BANK OF NAVENSWOOD

Jert's Office

as aforesaid and charsonally

D.

ACCEPTED BY BANK OF LINGOLNWOOD

By: ( ) Degree

AMES E. BERGER, Executive Vice President

ATTEST:

PATRICIA K. PELZ, VP & CASHIER

STATE OF ILLINOIS)

)ss

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid. DO HEREBY CERTIFY that James E. Berger, Executive Vice President of the BANK OF LINCOLNWOOD, and Patricia K. Pelz, Vice President and Cashier respective appeared before me this day in person and acknowledged that they signed and delivered said Instrument as their own free and voluntary act of said Bank for the uses and purposes

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therein set forth, and that said Vice President and Cashier did then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the corporate seal 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 3rd day of May, 1995

Probability Of Cook County Clark's Office statements

STATE OF ILLINOIS)

#### **UNOFFICIAL COPY**

STATE OF ILLINOIS)

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COUNTY OF COOK )

the State aforesaid, DO HEREBY CERTHY that perican National Bank and Trust Company of Chicago Vice President (Trust Officer) and, Assistant Trust Officer,

who are personally know to me to be the same persons whose names are subscribed to the foregoing instrument as such officers appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Trustee as aforesaid, for the uses and purpose therein set forth; and the said Assistant Trust Officer then and there acknowledged that said Assistant trust Officer, as custodian of the corporate seal of said Trustee, did affix the seal of said Trustee to said instrument as said Assistant Trust Officer's own free and voluntary act and as the free and voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Scal this & to of way

7 "OFFICIAL SEAL"
ANNETTE G. FLODD
Notery Public, State of Illinois
My Commission Expires 10/20/98

NOTARY PUBLIC

Prepared by: Marie A. Mitchell Bank of Lincolnwood 4433 W. Touhy Avenue Lincolnwood, IL 60646 Return to:
Bank of Lincolnwood
4433 W. Touhy Avenue
Lincolnwood, IL 60646