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RECORDATION REQUESTED BY:

First of America Bank - Illinois, N.A. 325 North Milwaukee Avenue Libertyville, IL 60048

WHEN RECORDED MAIL TO.

First of America Bank - Illinois, N.A. 325 North Milwaukee Avenue Libertyville, IL 60048

SEND TAX NOTICES TO:

Evanston Northshore Hotel Partners 920 York Road Suits 200 Hinsdale, IL 60/21

American National Bank & Trust Company, as Trustes under Trust Agraement dated October 10, 1991 and known as Trust Number 114621-08
33 North LaSalle Street Chicago, IL 60602

. DEPT-01 RECORDING \$27.50 . T40013 TRAN 3960 10/21/96 11:43:00

. \$4087 \$ TB *-96-800512

COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

First of America Bank - Illinois, N.A. 120 Wes' S'ate Street Rockford, Kiriois 61101



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 30, 1996, BETWE'N Evenston Northshore Hotel Partners, whose address is 920 York Road, Suite 200, Hinsdale, it. 60521 and American National Bank & Trust Company, as Trustee under Trust Agreement dated October 10, 1991 and known as Trust Number 114821-08, whose address is 33 North LaSalle Street, Chicago, It. 60602 (referred to below individually and collectively as "Grantor"); and First of America Bank - Illinois, N.A. (referred to below as "Lender"), whose address is 325 North Milwaukee Avenue, Libertyville, It. 60048.

MORTGAGE. Grantor and Lendor have entered into a mortgage dated April 5, 1995 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded April 12, 1995 in Cook County as Document No. 95-244346

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in Cook County, State of Illinois:

LOT 1 IN THE CITY OF EVANSTON CONSOLIDATION OF LOTS 5 TO 10 BOTH INCLUSIVE IN BLOCK 29 OF THE VILLAGE OF EVANSTON IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

The Real Property or its address is commonly known as 1501 Sherman Avenue, Evanston, IL 60201. The Real Property tax identification number is 11-18-318-015.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

Extend the maturity date from August 30, 1996 to September 3, 2001. Increase the principal amount from Two Million and No/100 (\$2,000,000.00) to Two Million One Hundred Eighty Thousand and

17 m

ODIFICATION OF MORTGAGE

(Continued)

No/100 (\$2,180,000.00).

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the conscious person consents to the changes and provisions of this the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Evansto	n Northshøre Hotel P	ert <i>r.e</i> rs		
T-Byt	11/1/2			
Hui	-Hsied Yan, General I	Partner		
	1//			
SVI.	You Count Day			
2u	Yen, General Partner		OZ.	

American National Bank & Trust Company, as Trustee under Trust Agreement dated October 10, 1991 and known as Trust Monber 114621-08

Michael Wang

TRUST CELICEP

LENDER:

First of America Bank - Illinois, N.A.

Authorized Officer

This instrument is executed by the undersigned Land Trusted not personally but buildy as Trustee in the exercise of the power and authority conformed upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it so, to it its capacity as Trustee and not personally. No personal habitus or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

MODIFICATION OF MORTGAGE (Continued)

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Plane Country of Lake 1996, before me, the undersigned Notary Public, personally appeared Hul-Halen Yen, General Partner; and Su Yen, General Partner, and known to me to be partners or designated agents of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agraement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the partnership. By Caul Residing at Residing at Residing at Modification on behalf of the partnership.						
Notary Public in and for the State of						
My commission expires 11/15095						
INDIVIDUAL ACKNOWLEDGMENT						
STATE OF						
COUNTY OF						
On this day before me, the undersigned Notary Public, personally appeared X, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.						
Given under my hand and official seal this day of19						
ByResiding at						
Residing at						
My commission expires						

UNOFFICIAL COPY MODIFICATION OF MORTGAGE

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF	11)	
On this day before described in and w	Mc Henry me, the undersigned Notary Public, p who executed the Modification of M or her free and voluntary act and dee	Micha personally appear ortgage, and ac	National Bank and Trust Company of Chicago lef Wang RUST OFFICER ed X, to me known to be the individual knowledged that he or she signed the nd purposes therein mentioned.
<u> </u>	o and official seal this da	y of <u>SEP 19</u>	<u>1996</u> , 19
By Jina	- Grego	Residing at	
Notary Public in and	I for the 3 ato of Allinac		"OFFICIAL SEAL"
My commission exp	ires <u> </u>		NOTARY PUBLIC, STATE OF ILLINOIS My. Commission Expires 01/17/99
ASER PRO, Reg. U.S IL-G201 LEVANNH2	i. Pat. & T.M. Off., Ve . 3.22 (c) 199	6 CFI ProService	