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THIS MODIFICATION AND EXTENSION AGREEMENT made this 18th day of September, 1996 among BANK OF LINCOLNWOOD, an Illinois Banking Association ("Bank"), the owner and holder of the Note and Mortgage, hereinafter described, and AMERICIAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as trustee under Trust Agreement dated January 24, 1984 and known as Trust Namber 60365 (hereinafter referred to as "Debtor"). DEPT-01 RECORDING

MODIFICATION AND EXTENSION AGREEMENT

\$29.50

WITNESSETH

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WHEREAS, the Debtor has executed, as maker, that certain Revolving Credit Note dated September 18, 1991 payable to the Bank in the principal amount of \$50,000.00 ("Note"), secured by a Revelving Credit Mortgage dated September 18, 1991 and recorded with the Recorder of Dee is of Cook County as Document No. 91514713 ("Mortgage"); and

WHEREAS, there remains a principal balance due on the loan evidenced by the Note in the amount of \$50,000.00 and

. DEPT-10 PEHALTY

\$26.00

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

Units 2 & 3 in 542 Sheridan Condominium as delineated on a survey of the following described real estate: Lot 9 (except the S 16 and 2/3 ft. thereofy in Block 1 in Keeney's and Rinn's addition to Evanston in the S 1/2 of the SE 1'/4 of Section 12 Township 41 North Range 14, East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "A" to the declaration of Condominium recorded with the Cook County recorder of deeds as document number 25755962, together with its undivided percentage interest in the common elements, in Cook County Illinois.

Commonly known as: 542 Sheridan Road, Evanston, IL 60202
Tax I. D. #: 11-19-417-029-1003-1004

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 Collows:

1. The principal amount of Line of Credit from and after the date hereof shall be \$50,000.00

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- 2. The Maturity, as defined in the Note and Mortgage, is hereby extended to September 18, 2001
- 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. 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 injortgage 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 American National Bank and Trust Company of Chicago not personally but 25. Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago 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 American National Bank and Trust Company of Chicago pe sonally to perform any covenant either express or implied herein contained, all such liability, if any being expressly waived.

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

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

33 N. LaSalle St. Chicago, Il 60602

as aforesaid & not personally

By:

ACCEPTED BY BANK OF LINCOLNWOOD

JAMES E. BERGER, Executive Vice President

PATRICIA K. PELZ, VP & CASHIER

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STATE OF ILLINOIS)

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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 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 wider my hand and Notarial Seal this 18th day of September, 1996

NOTARY PUBLIC

BYRON P. LEVAN
MOTARY PUBLIC. STATE OF ILLINOIS
M. Commission Expires May 1, 1999

STATE OF ILLINOIS)

)ss

American Hatiqual Bank and Trust Company of Chicago

COUNTY OF COOK)

I, Jerry G. McGovern a Notary Public it and for said County in the State aforesaid, DO HEREBY CERTIFY that, James E. Berger, Senior J. MICHAEL WHELAN?

Vice President (Trust Officer) and, Patricia K. Feb. Vice Presidends and Cashier of BANK OF LINCOLNWOOD, who are personally know to me to be the same persons whose names are subscribed to the foregoing instrument 2s 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 purposes 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 Seal this 18th day of September, 1996

NOTARY PUBLIC

"OFFICIAL SEAL"

L. M. SOYIENSKI NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 08/27/2000

Prepared by: Elaine Kolpas Bank of Lincolnwood 4433 W. Touhy Avenue

4433 W. Touhy Avenue Lincolnwood, IL 60646

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