

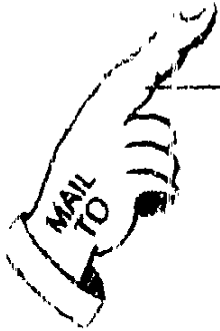
# UNOFFICIAL COPY

96164029

This instrument prepared/  
by and after recording /  
return to /  
Kira Siedlecki /  
American National Bank /  
33 North LaSalle Street /  
Chicago, Illinois 60690

F	2950	A
P		(P)
T	2950	V
I	SB	

DEPT-01 RECORDING \$29.50  
 T#6666 TRAN 7385 03/05/96 09:36:00  
 #2431 JM \*-96-164029  
 COOK COUNTY RECORDER



## MODIFICATION AGREEMENT (Mortgage)

This Modification Agreement is effective as of the 9th day of January, 1996, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under a Trust Agreement dated August 30, 1967, and known as Trust No. 25391 and not personally, hereinafter referred to as "Borrower" and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, hereinafter referred to as "Lender".

96164029

### WITNESSETH

WHEREAS, on October 1, 1993, Borrower executed in favor of Lender, a Mortgage (the "Mortgage") subsequently recorded on October 29, 1993 in Cook County, Illinois as Document Number 93876757, concerning real estate, legally described in Exhibit "A" attached hereto and incorporated herein. The Mortgage was given by Borrower to secure payment to Lender of a Note dated October 1, 1993, in the principal sum of ONE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,100,000.00) (the "Original Note").

WHEREAS, the Original Note is due and payable on September 30, 1997.

WHEREAS, Borrower has executed a new Note bearing even date herewith, in the principal sum of NINE HUNDRED FORTY ONE THOUSAND ONE HUNDRED FOURTEEN AND 00/100 DOLLARS (\$941,114.00). This Note along with the Original Note are collectively referred to hereinafter as the "Note", with such other amendments, modifications, renewals, or replacements thereof.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

WHEREAS, the parties hereto have agreed upon a modification of the terms and conditions of the Mortgage as herein set forth.

Now therefore, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree to modify the Mortgage as follows:

1. The principal balance outstanding as of January 9, 1996, is \$941,114.00.
2. The Mortgage securing the Note is a valid and subsisting lien on the premises described in the Mortgage.
3. The due date of September 30, 1997 is hereby extended to December 31, 2000.
4. The per annum interest rate on the Note shall be fixed at 7.75%.

The parties hereto further mutually agree that all provisions, stipulations, powers and covenants in the Note and in the Mortgage contained, except as modified by this Modification Agreement, shall stand and remain unchanged and in full force and effect for and during said extended period, except only as specifically varied or amended above; and further that in the event of a failure to pay the same principal sum as herein provided, or to keep, fulfill or perform any or all of the covenants and agreements contained in the Mortgage, then the whole of said principal sum shall, at the election of the holder of the Note, become at once, without notice, due and payable and may be collected together with all accrued interest and collection costs thereon, in the same manner as if this modification had not been granted, anything hereinbefore to the contrary notwithstanding.

It is expressly understood and agreed by and between the parties hereto that the covenants and agreements herein contained shall bind and inure to the benefit of the respective heirs, executors, administrators, legal representatives and assigns of the said parties hereto.

96101039

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

"Borrower"  
AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, not personally  
but solely as Trustee as aforesaid

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ATTEST:

[Signature]

ITS: \_\_\_\_\_

ASSISTANT SECRETARY

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred 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 solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be ascertained or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

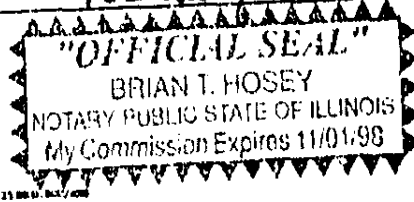
STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that CHEROCY J. KASPRZYK personally known to me to be the 2 VP of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO a(n) ILLINOIS Corporation, and MICHAEL WANG, personally known to me to be the ASSISTANT SECRETARY of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and separately acknowledged that as such 2 VP and ASSISTANT SECRETARY, they signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26 day of February, 1996.



[Signature]  
Notary Public

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

EXHIBIT "A"  
TO  
MODIFICATION AGREEMENT  
DATED JANUARY 9, 1996

## LEGAL DESCRIPTION

LOT 174 TO 179 (EXCEPT THE NORTHERLY 10 FEET THEREOF PER DOCUMENT 87L50325) BOTH INCLUSIVE IN CENTEX INDUSTRIAL PARK UNIT 13 BEING A SUBDIVISION OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly Known As: 2121 LANDMEIER ROAD, ELK GROVE VILLAGE,  
ILLINOIS

FIN Number: 08-26-304-C48

Property of Cook County Clerk's Office

00101906

UNOFFICIAL COPY

Property of Cook County Clerk's Office