### UNOFFICIAL COP7682167 Page 1 of 2721/0068 48 001 1997-09-16 12:31:33

Cook County Recorder

#### MODIFICATION AGREEMENT

This Modification Agreement dated as of August 28, 1997 is among MEDICAL EMERGENCY CARE ASSOCIATES, S.C., an Illinois Corporation, (the "Mortgagor"), and THE FIRST NATIONAL BANK OF CHICAGO (the "Mortgagee"), located at One First National Plaza, Chicago, Illinois 60670.

#### WITNESSETH:

WHEREAS, Medical Emergency Care Associates, S.C., Larry Mitchell, and Carmen Jones Mitchell (collectively, the "Borrower") is obligated to the Mortgagee pursuant to that certain Loan Agreement dated as of February 3, 1997 between the Dorrower and the Mortgagee (the "Loan Agreement") and that certain Note dated February 3, 1997 in the original principal amount of \$260,000.00 (the "Original Note");

WHEREAS, the obligations of the Borrower pursuant to the Loan Agreement and the Original Note are secured by a Mortgage, Security Agreement and Assignment of Leases and Rents dated February 3, 1997 from the Mortgagor in favor of the Mortgagee (the "Mortgage"), which was recorded in the Office of the Recorder in Cook County, Illinois as Document No. 97-077187, encumbering the property legally described in the Mortgage and also set forth on Exhibit A hereto (the "Mortgaged Property");

WHEREAS, the obligations of the Borrower pursuant to the Loan Agreement and the Original Note are guaranteed pursuant to an Unlimited Guaranty dated February 3, 1997 from each of Larry Mitchell and Carmen Jones Mitchell, individually, (the "Guarantors"), in favor of the Mortgagee (the "Original Guaranty"); and

WHEREAS, the Borrower has executed a Replacement Note dated the date hereof from the Borrower payable to the order of the Mortgagee in the principal and unit of \$360,000.00 (as it may be amended or restated from time to time, the "New Note"), which replaces the Original Note and evidences additional new indebtedness, all to be secured by the Mortgage

4220180 1. Agreements.

(a) The second paragraph of the Mortgage is hereby deleted in its entirety and the following language is substituted in its place:

"WHEREAS, the Mortgagor is indebted to Mortgagee in the principal sum of THREE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$360,000 00) or so much thereof as may be disbursed and outstanding from time to time pursuant to a Loan Agreement dated as of February 3, 1997 among Medical Emergency Care Associate, S.C., Larry Mitchell and Carmen Jones Mitchell (collectively, the "Borrower") and the Mortgagee (as amended or modified from time to time, herein called the "Loan Agreement") and that certain Replacement Note dated August 28, 1997 from the Borrower and the Mortgagor payable to the order of the Mortgagee in

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the principal amount of \$360,000.00 (such promissory note, and all renewals, replacements, modifications of or substitutions for such note, being hereinafter referred to as the "Note") (which indebtedness, including principal and all interest thereon as set forth in the Note, and all other obligations of the Borrower under the Loan Agreement, is hereinafter called the "Indebtedness")."

- (b) The amount "\$520,000.00" is hereby deleted from the fifth line of the third paragraph of the Mortgage and the amount "\$720,000.00" is substituted in its place.
- (c) The Guarantors will execute and deliver to the Lender a replacement Guaranty in the form of the Original Guaranty, which Guaranty will guaranty the New Note.
- (d) The validity and construction of this Modification Agreement shall be governed by the internal law cand not the law of conflicts) of the State of Illinois.
- (e) Except as specifically amended herein, the Loan Agreement, the Mortgage and the Guaranty remain in full force and effect and are hereby ratified and confirmed in their entirety by the parties hereto
- (f) The Borrower agrees to pay Lender a financing fee which is equal to 1% of the amount advanced.

[ Space Intentionally Left Plank]

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have caused these presents to be executed on the day and year first above written

Mortgagor

MEDICAL EMERGENCY CARE ASSOCIATES, S.C.

Title President

Droporty Ox

Larry Mitchell, individually

Mortgagee

THE FIRST NATIONAL BANK OF CHICAGO

Attest.

# ACKNOWLEDGMENT (Borrower)

STATE OF ILLINOIS )

) SS.

COUNTY OF COLOR

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named <u>Larry Mitchell</u> of <u>Medical Emergency Care Associates</u>, <u>S.C.</u>, <u>Larry Mitchell</u>, and <u>Carmen Jones Mitchell</u>, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as <u>President</u> and <u>individually</u>, respectively, appeared before me this day in person and each acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Partnership, for the uses and purposes therein set forth

Given under my hand and Notznal Seal this 29 day of بريماني 1947.

OFFICIAL BEAL
IDA M. RIDDLE
NOTARY PUBLIC, STATE OF ELLINOIS
MY COMMISSION EXPRES 10-4-99

**NOTARY PUBLIC** 

ACKNOWLEDGMENT (Bank)

STATE OF ILLINOIS	)
$\Omega$ .	) SS
COUNTY OF Look	)

I. the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named <u>ANDERCE</u> and <u>DELECTORY</u> of The First National Pank of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such <u>Anison Understand Understand</u>, respectively, appeared unforce 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 caused this day its corporate seal to be thereto affixed.

Given under my hand and Nota ial seal, this 27 day of must 199?

NOTARY / UBLIC

My commission expires. 10-4-99

Prepared by and mail to:

The First National Bank of Chicago One First National Plaza Mail Suite 0289 Chicago, Illinois 60670

Attn.: Calvin Bruce

#### **EXHIBIT A**

LEGAL DESCRIPTION of real estate commonly known as.

8700 S. Dante Avenue, Chicago, Illinois 60619

Reg! Estate Tax PIN #

25 02 205 008 0000 (AFFECTS LOT 3)

25 02 205 009 0000 (AFFECTS LOT 2)

25 02 205 010 0000 (AFFECTS LOT 1)

LOTS 1, 2 AND 3 P. RLOCK 9 IN SECOND ADDITION TO CALUMET GATEWAY, A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.