97739904

3236/00**59 03** 001 1997-10-00 Cook County Recorder

This instrument prepared	.1
by and after recording	i
return to:	1
Kathryn Schlientz	1
American National Bank	1
I N. LaSalle Street	1
7th Floor-Collateral Divisi	on /
Chiengo, H. 60690	<i>į</i>

SECOND MODIFICATION AGREEMENT (Mortgage)

This Second Modification Agreement is effective as of the Hay of January, 1995 between Peter C. Challinor and Alice B. Challinor, individuals residing at 128 Third Street Wilmette. Illinois, acreinafter referred to as "Mortgagor" and AMERICAN NATIONAL BAND TRUST COMPANY OF CHICAGO, hereinafter referred to as "Lender".

WITNESSETH

WHEREAS, on January 24, 1994. Borrower executed in favor of NBD Bank, a Mc (the "Mortgage") subsequently recorded on January 27, 1994 in Cook County, Illinois as Document Number 94091020, concerning real estate, legally described in Exhibit "A" attainered and incorporated herein. The Mortgage was given by Mortgagor to secure payment Lender of an Installment Business Loan Note dated January 24, 1994, in the principal sum One Hundred Thirty Thousand and 00/100 ECLLARS (\$130,000.00) (the "Original Note"

WHEREAS, on July 19, 1996, pursuant to that certain Agreement to Purchase Associational Find the Same I inhibities between NBD Bank ("NBD") and American National Bank and Trust Company of Chicago ("ANB"), NBD sold and transferred all related interest in the Mortgo ANB.

WHEREAS, the Original Note is due and payable on Mate's 1, 1999.

WHEREAS, Mortgagor has executed a Revolving Business Credit Note dated as of November 30, 1994, in the principal sum of One Hundred Fifty Thousand and 00/100 Dol (\$150,000,00) (the "Revolving Note").

WHEREAS, the Mortgagor and Lender are agreeing to modify the Mortgage in connection with the execution and delivery of a certain Promissory Note of even date here the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000,00), maturing 15, 1997 executed and delivered by Challinor Wood Products, Inc. to the Lender. This Promissory Note replaces the Revolving Note as defined hereinabove. This Note along v

BOX 333-CTI

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Original Note are collectively referred to hereinafter as the "Note", with such other amendments, modifications, renewals, or replacements thereof.

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:

- This Mortgage further secures the indebtedness or obligations evidenced by:
 - Recomissory Note of even date herewith executed by Challingr Wood Products, the in the amount of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) (the "Promissory Note").
- The principal mount of the Mortgage is hereby amended to \$380,000.00. 7
- The Mortgage securing the Note is a valid and subsisting lien on the premises ٦. described in the Mostgage.

The parties hereto further mutually agree that all provisions, stipulations, powers and covenants in the Note and in the Mortgage confained, 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 imended 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 wortgage, 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 intuest and collection costs thereon, in the same manner as if this modification had not been granted, ar, thing hereinbefore to the contrary notwithstanding.

It is expressly understood and agreed by and between the parties here; 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 herefor

In witness whereof, the parties hereto have signed, sealed and delivered this Modification Agreement as of the date first written above.

Alice B. Challinor, Individually

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STATE OF ILLINOIS)) SS.	
COUNTY OF)	
This instrument was acknow (seal)	Rachel A. Per	97 by Peter C. Challinor.
STATE OF A LINOIS COUNTY OF)) SS.)	OFFICIAL BEAL RACHEL A. PERGL HOTALY PUBLIC, STATE OF ILLIHOIS HY DOMNISSION EXPIRES 9-30-2000
This instrument was nelexov (seal)	redged before me on <u>DMAD 13, 193</u>	17 by Alice B. Challinor.
	Signature of Notary	PACHEL A. PERGL IC NOT PUBLIC, STATE OF ILLINO IC OF ILLINO IC OF ILLINO IC OF ILLINO IN ICONOMICS OF ILLINO IN IC
"Lender" AMERICAN NATIONAL I COMPANY OF CHICAGO	4h.,	
By: Handace Lonte	40,	
Its: Vice President	J-C/G/A	
STATE OF ILLINOIS)) SS.	Ox
COUNTY OF)	
This instrument was acknown as	reduced before me on March 19/11/by	Caratree Lente
National Bank and Trust Co (seal)	surpany of Chicago.	
	Machael A. Poss	OFFICIAL BEAL RACHEL A. PERGL OTARY PUBLIC, STATE OF ILLINOIS

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EXHIBIT "A" MODIFICATION AGREEMENT DATED JANUARY 27, 1997

LEGAL DESCRIPTION

LOT 19 IN ELOCK 14 IN LAKE SHORE ADDITION TO WILMETTE, BEING A SUBDIVISION OF THE SOUTHEASTERLY 160 ACRES OF THE NORTH SECTION OF QUILMETTI REVERVATION.

Commonly Known As:

28 LINDEN AVENUE, WILMETTE, ILLINOIS 60091

PIN Number:

05-35-111-012-0000

Mortgagor: Challinor, Peter C. & Alice B.

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