

UNOFFICIAL COPY

Mortgagor's Name and Address
Marquette National Bank as
Trustee U/T/A DATED 2/5/82
A/K/A Trust # 9923
6200 S. Pulaski
Chicago, IL 60629

97797298

BANK CALUMET NATIONAL ASSOCIATION
1030 Dixie Highway
Chicago Heights, IL 60411

("Mortgagee")

Return to:

BANK CALUMET
1030 Dixie Highway
Chicago Heights, IL 60411

MORTGAGE MODIFICATION AGREEMENT

Mortgagor, for valuable consideration given by Mortgagee, the receipt and sufficiency of which is hereby acknowledged, does hereby agree that the certain Mortgage dated the 2nd day of February, 1989, recorded in the Office of the Recorder of Cook County, Illinois, [X] as Document No. D-89-079871 [] in Mortgage Record Page No. (the "Mortgage") is hereby amended as follows:

Lot 5 in Block 9 in Frederick H. Bartlett's Highway Acres being a Subdivision of the South 1/2 of the West 1/2 of the Northwest 1/4 and the West 1/2 of the Southwest 1/4 of Section 15, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. # 24-15-300-005-0000

1 [] **Note Modification, Renewal, Replacement or Extension.** The promissory note referenced in paragraph 1 of the Mortgage in the original principal amount of \$ and dated the day of 19 (herein the "Note") has been modified as follows:

1.1 **Replacement.** [] The Note has been replaced by Mortgagor's promissory note dated in the original principal amount of \$ (the "Replacement Note"). Mortgagor agrees that the Mortgage shall secure the payment of the Replacement Note, and any renewal, extension, modification, refinancing or replacement thereof, and all interest, attorney fees, and costs of collection with respect thereto. The Replacement Note is given in substitution for and not in discharge of the indebtedness evidenced by the Note.

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3.2 Addition of Additional Mortgage Provision. The following provision is added to the Mortgage as paragraph

3.1 Modification to Existing Mortgage Provision. Paragraph _____ of the Mortgage is amended to provide as follows:

3 Additional Modification. The Mortgage is further modified as follows:

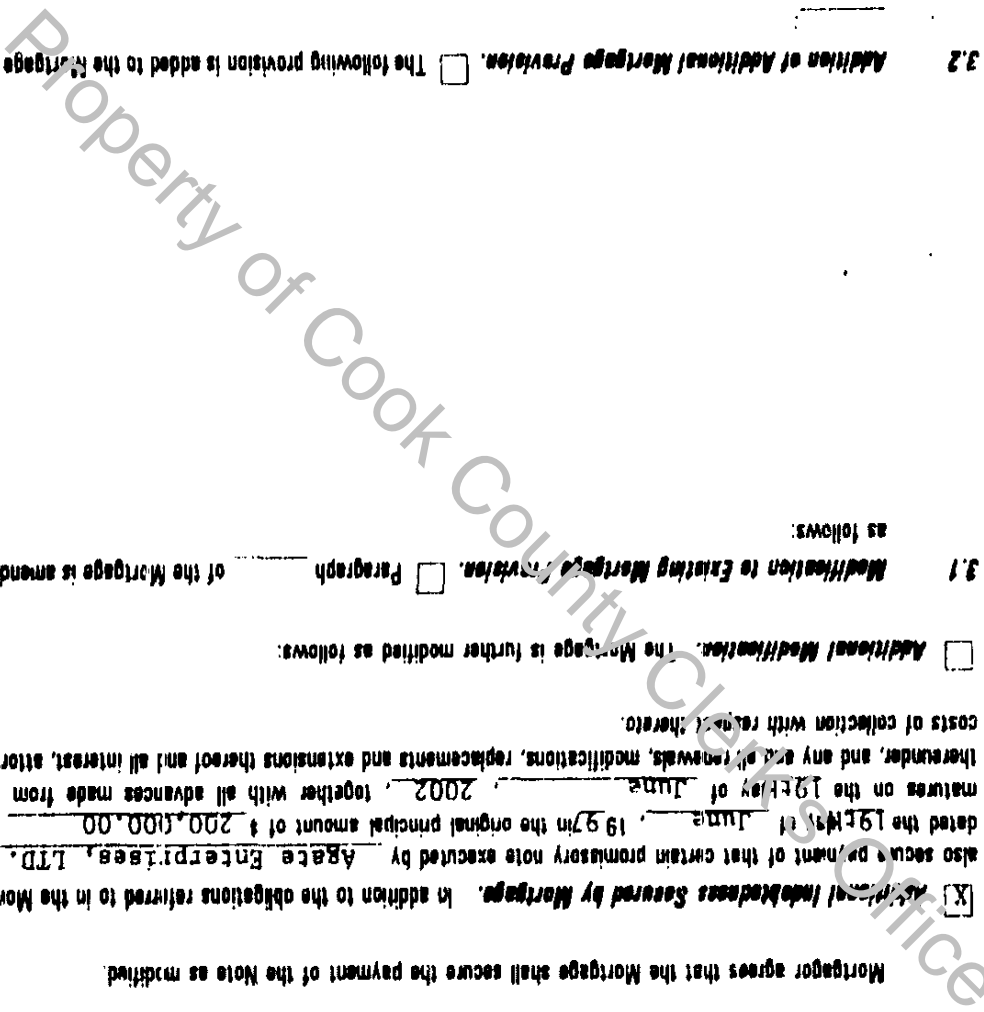
2 **Additional Indebtedness Secured by Mortgage.** In addition to the obligations referred to in the Mortgage it shall also secure payment of that certain promissory note executed by Agate Enterprises, LTD. dated the 19th day of June, 1997 in the original principal amount of \$ 200,000.00, which note matures on the 19th day of June, 2002, together with all advances made from time to time thereunder, and any and all renewals, modifications, replacements and extensions thereof and all interest, attorney fees, and costs of collection with respect thereto.

Mortgagor agrees that the Mortgage shall secure the payment of the Note as modified.

1.4 **Modification.** The Note has been modified as follows:

1.3 The line of credit commitment evidenced by the Note has been renewed for a _____ day _____ month _____ year period. The Note shall remain in full force and shall mature on the _____ day of _____ on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as renewed.

1.2 **Extension.** The maturity date of the Note has been extended to the _____ day of _____ on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as extended.



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3.3 **Deletion of Mortgage Provision.** [] Paragraph _____ is hereby deleted from the Mortgage.

4 **Miscellaneous.** The Mortgagor further agrees as follows:

A. All terms and conditions of the Mortgage not expressly deleted or amended by this Mortgage Amendment Agreement shall remain in full force and effect to the extent not expressly inconsistent herewith.

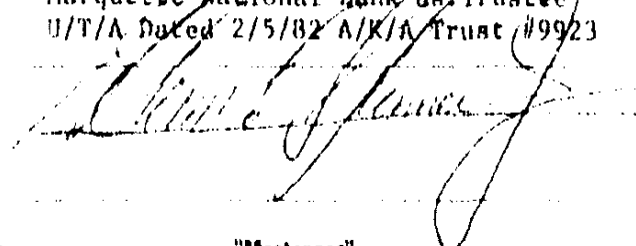
B. This Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the substantive laws of the State of Illinois.

C. This Mortgage Amendment Agreement shall be binding upon the respective heirs, successors, administrators and assigns of the Mortgagor.

EXECUTED and delivered in Cook County, Illinois this _____ day of _____, 1997

JUN 24 1997

Marquette National Bank (as Trustee)
U/T/A Dated 2/5/82 A/K/A Trust #9923



"Mortgagor"

MORTGAGEE'S CONSENT

Bank Calumet National Association, as Mortgagee under the above referenced Mortgage, consents to the modification of the Mortgage as set forth above.

Dated: 6-24-97

BANK CALUMET NATIONAL ASSOCIATION

By:

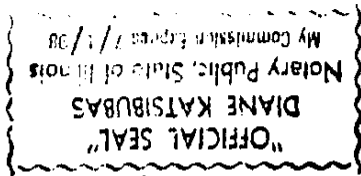

Donald S. Ritchell

Its. Sr. Vice President

This instrument was prepared by:

Residing in _____ County, Illinois

Typed or Printed Name of Notary



7-1-08

My Commission Expires:

Notary Public

Diane Katsibubas

and acknowledged the execution of the above and foregoing Mortgage Modification Agreement for and on behalf of _____ day of _____ and pursuant to _____ authority, the _____ and State personally appeared, _____

JUN 27 1997

ACKNOWLEDGMENT

STATE OF ILLINOIS)
COOK COUNTY)
ISS: _____

(To be used when the Mortgage is a corporation or other business entity)

Residing in _____ County, Illinois

Typed or Printed Name of Notary

Notary Public

My Commission Expires:

and foregoing Mortgage Modification Agreement this _____ day of _____ and acknowledged the execution of the above _____ and State personally appeared _____

ACKNOWLEDGMENT

STATE OF ILLINOIS)
COOK COUNTY)
ISS: _____

(To be used with individual mortgagor(s))