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Cook County Recorder

27,50

RECORDATION REQUESTED BY:

American National Bank & Trust Company of Chicago 1901 S. Meyers Road, Suite 440 Oak Brook Terrace, IL 60181

WHEN RECORDED MAIL TO:

American National Bank & Trust Company of Chicago 1901 S. Meyers Road, Suite 440 Oak Brook Terrace, IL 60181

SEND TAX NOTICES TO:

97110045 Sto. 164

MICHAEL G. LOEBER 161 E. CHICACO AVE., APT. 49F CHICAGO, IL 60610

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

American Natl. Bank & Trust Co. of Chgo 33 N. LaSalic St. Chicago, IL 60690



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 1. 1997, BETWEEN MICHAEL G. LOEBER, as Trustee, OF THE MICHAEL G. LOEBER LIVING TRUST DATED AUGUST 8, 1995, (referred to below as "Grantor"), whose address is 161 E. CHICAGO AVE., APT. 49F, CHICAGO, IL 60610; and American National Bank & Trust Co. of Chicago (referred to below as "Lender"), whose autress is 33 N LaSalle Street, Chicago, IL 60690.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 30 1997 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED JULY 9, 1997 AS DOCUMENT NO. 97-49339

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in COOK County, State of Illinois:

SEE ATTACHED

The Real Property or its address is commonly known as 161 E. CHICAGO AVE., APT. 49F, CHICAGO, IL 60610. The Real Property tax identification number is 17–10-200-068-1200.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

TO CHANGE INTEREST RATE TO 6.75%. MATURITY DATE WILL REMAIN AS JULY 1, 2004.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also

11-01-1997

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(Continued)

to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS MICHAEL G. LOEBER LIVING TRUST AND DATED AUGUST 8, 1995.

American National Bank & Trust Co. of Cipicago By:	BORROWER:		
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American National Bank & Trust Co. of Cipicago By:			
INDIVIDUAL ACKI CWLEDGMENT STATE OF			1
STATE OF	By: Supplier Authorized Officer		
On this day before me, the undersigned Notary Public, personally appeared MICHAEL G. LOEBER, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the use and purposes therein mentioned. Given under my hand and official seal this 10 th day of Novencies, 19 77. By Residing at 10028 S. Parke Oakhown			
to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 10 th day of Novenciae, 19 97. By Residing at 10028 S. Parke OAKLOWN Notary Public in and for the State of 1 LLINO; S) 86		
By Bernal T Me Quille Residing at 10028 S. PARKE OAKLAUN Notary Public in and for the State of 1 LL 1 NO 1 S	to be the individual described in and who executed the Modification of Mortgage, and acknowledged the signed the Modification as his or her free and voluntary act and deed, for the uses and purpose	that he d	r
Mr. commission evalues		<u>Ak Lai</u>	<u>۱۵ د</u>
My commission expires	Notary Public in and for the State of 1 LLINO; s		
BEFINARID F. McGUILLAN Notary Public, State of Minols No Commission Expires 7-18-99	Notary Public, State of Minolis	•	

(Continued)

LENDER ACKNOWLEDGMENT

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STATE OF MUNAJO)
0) ss
COUNTY OF Dutage)
On this 12th day of 100. 19 appeared Pet (a) Discussion authorized agent for the Lender that executed instrument to be the free and voluntary act and discussion of the uses and	and known to me to be the Such now new to be the Such now new to be the Such now new to be the Such now new to be the Such now new to be the Such now new to be the within and foregoing instrument and acknowledged said deed of the said Lender, duly authorized by the Lender through it is purposes therein mentioned, and on oath stated that he or she hat the seal affixed is the corporate seal of said Lender. Residing at Sufface County Residing at Sufface County Residing at Resid
	All dishes recognised
TOTAL TOTAL STATE OF VOR 3 MA	(c) 1997 CFI ProServices, Inc. All rights reserved.

24 (c) LASER PRO, Reg. U.S. Pat. & T.M. [IL-G201 LOEBER2.LN R2.OVL]

"OFFICIAL SEAL" Berbara A Dumas
Notary Public, Stell ' Illinois
My Commission " "19

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LEGAL DESCRIPTION

Commitment No.: 97060016

PARCEL 1:

UNIT 49F IN 161 CHICAGO AVENUE EAST CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF VARIOUS LOTS IN OLYMPIA CENTRE SUBDIVISION OF VARIOUS LOTS AND PARTS OF VACATED ALLEYS IN BLOCK 54 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN SECTION 10, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 85080173 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS, SUPPORT AND UTILITIES INCLUDING EASEMENTS FOR OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF ELEVATOR PITS, STAFTS, EQUIPMENT, ETC., ALL AS DEFINED AND DECLARED IN DECLAPATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS FOR OLYMPIA CENTRE DATED JUNE 27, 1985 AND RECORDED JUNE 27, 1985 AS DOCUMENT NUMBER 85080144 OVER AND ACROSS VARIOUS LOTS AND PORTIONS OF COMMPIA CENTRE SUBDIVISION IN SECTION 10, TOWNSHIP 39 NORTH, RANCE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINCIS.

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