4274/0027 50 001 1997-11-24 11:26:02 Caok County Recorder 31.50

This instrument prepared by and please return to: Kimberly K. Enders, Esq. 100 West Monroe Street #1500 Chicago, Illinois 60603



COMMONLY KNOWN AS: 1637 S. Karlov, Chicago, Illinois P.I.N.: 16-22-406-016

SECOND LOAN MODIFICATION AGREEMENT

This instrument is e Second Loan Mcdification Agreement ("Second Modification") by and among LaSalle National Bank, a national banking association ("Lander") and Randall Townsell and Corey A. Harper (collectively "Borrowers").

RECITALS:

- A. Corey A. Harper and Teresa M. Harper ("Mortgagors") hold fee simple title to certain real estate commonly known as 1637 S. Karlov, Chicago, Illinois, which is legally described on Exhibit A attached hereto ("Real Estate").
- B. On September 8, 1995, Lender and Borrowers executed a Loan Agreement ("Loan Agreement"), pursuant to which Borrowers executed and delivered to Lender a Promissory Note Evidencing a Revolving Line of Credit in the amount of \$50,000 ("Note") which evidences a loan in the amount of \$50,000 ("Loan"). To secure the Note, Borrowers and Mortgagors executed and delivered to Lender the following documents ("Security Documents"):

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- 1. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage") executed by Mortgagors covering the Real Estate, which Mortgage was recorded with the Recorder of Deeds on September 26, 1995 as Document No. 95-651981;
- 2. an Environmental Indemnity Agreement executed by Borrowers; and
- UCC-1 financing statements in connection with the Mcrtgage executed by Mortgagors, which were filed and recorded.
- C. On September 24, 1996, Lender and Borrowers executed a Loan Modification Agreement ("Modification"), which Modification was recorded on September 26, 1996 as Document No. 96734677. Pursuant to the Modification Lender agreed to extend the date for payments pursuant to the Note until October 1, 1997 and to make an additional loan in the amount of \$20,000. Borrowers executed and delivered to Lender a Revised Note in the amount of \$70,000 to Lender, a copy of which was attached as Exhibit B to the Modification ("Revised Note").
- D. Borrowers have again requested Lender to extend the date for payment of the amounts due pursuant to the Revised Note until October 1, 1998. Lender is agreeable to this request subject to the covenants, conditions and restrictions contained herein.
- NOW, THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:
- 1. The Revised Note is hereby modified and amended in that the date of October 1, 1997 for final payment of the Revised Note

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is hereby changed to October 1, 1998. The Security Documents are hereby modified and amended to secure the Revised Note as hereby modified and all references to the Note in the Security Documents are modified and amended to refer to the Revised Note as hereby modified in place of the Note.

- 2. This Second Modification shall be effective upon Lender's receipt of this Second Modification executed by the parties hereto and a title insurance endorsement which extends the effective date of the Loan Title Insurance Policy until the recording date of this Second Modification and insures the Mortgage as modified by this Second Modification.
- This Second Modification shall constitute an amendment of the Note, Loan Agreement, Security Documents, Modification and Revised Note and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note or Revised Note ("Loan Documents") reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Security Documents, or the covenants, conditions and agreements therein contained or contained in the Note, Loan Agreement, Modification and Revised Note.
- 4. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.

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- Borrowers hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.
- Borrowers hereby agree to pay all of Lender's expenses arising out of and in connection with this Second Modification including, but not limited to, title insurance premiums, recording fees and attorneys' fees performed in the preparation of necessary

	document	tation.	Þ					
	IN	WI'TNESS	WHEREOF,	the p	arties h	ereto have	executed	this
	Second	Modifica	tion on		10-0	<u>DI</u> .,	1997, t	o be
	effecti	ve on Oct	sper 1, 1	997.				
	BORROWER	<u> 15</u> :	O _j c		LENDER	:		
.,	Randall	Townsell) 		e National B g association		ional
,	Corey A.	G. Harper	W	1	By:	Vice Preside) n#	
					MORTGA	GOR:		
					Jun.	u.M. Hasp Teresa H	arner	
						C,	urper	
	STATE OF	ILLINOIS		SS .		Q,		
	COUNTY O	рсоок	•			4		
MAR K. HARCISON a Notary Public in and for the State and County aforesaid, do hereby certify that Randall Townsell, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act, for the uses and purposes therein set forth.								
	GTI	UEN under	my band ar	d Nota	rial Seal	LIDV. LA	1997	

OFFICIAL SEAL MAER HARRISON NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JUNE 19,2000

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STATE OF ILLINOIS) SS
COUNTY OF COOK)
County aforesaid, do hereby certify that Corey A. Harper, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal NOV. 12, 1997.
Notary Public
STATE OF ILLINCIS)
COUNTY OF COOK)
County aforesaid, do hereby certify that Teresa M. Harper, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the tree and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal NOV. 13, 1997.
Notary Public Public
OFFICE SEAL MAER HARGSON
STATE OF ILLINOIS) SS NOTARY PUBLICSTATE OF ILLINOIS MY COMMISSION EXP. UNE 19,2000
COUNTY OF COOK)
CRISTER K. Delegate a Notary Public in and for the State and County aforesaid, do hereby certify that Panels Danels President of LaSalle National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and 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 Bank, for the uses and purposes therein set forth.

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GIVEN under my hand and Notarial Seal

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OFFICIAL SEAL
CRISTELA K. VILLARREAL
NOTARY PUBLIC, STATE OF ILLINOIS
NO COLUMN STATE OF ILLINOIS

Lazar Villanes

Pare a Summit

Cot Collaige Clarks Office Proxima to Salaria Milianua

LEGAL DESCRIPTION:

LOT 42 AND THE NORTH 1/2 OF LOT 41 IN OLIVER'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONIX KNOWN AS:

1637 S. Karlov, Chicago, Illinois

P.I.N.:

Clerk's Office

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