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UNOFFICIAL COPY

After recording, mail to The First National Bank of Chicago 1048 Lake Street Oak Park, IL 60301 Attn:, Commercial Real Estate

. DEPT-01 RECORDING \$27.50 . T40009 TRAN 7946 04/03/97 12:56:00 . \$5792 \$ SK *-97-231157 . CODK COUNTY RECORDER

LOAN MODIFICATION AGREEMENT

March 1, 1997

WHEREAS 464 North Austin Partnership, an Illinois partnership, Fredrick Dahmer and Russell S. Stephenson the "Borrower"), jointly and severally if more than one, are justly indebted to THE FIRST NATIONAL BANK OF CHICAGO, ("Lender"), having its principal office in Chicago, Illinois, under its loan No. 998 76 6064-18, originally in the sum of Four Hundred Sixty Thousand and no/100 Dollars (\$460,000,00) at established by a certain Promissory Note and secured by a certain Real Estate Mortgage and Assignment of Rom's ("Security Documents") both dated May 11, 1992; as modified by a certain Promissory Note dated December 4, 1993 and a certain Loan Modification Agreement dated December 4, 1993 and recorded in the Cook County Recorder's Office on December 22, 1993 as Document No. 03053287; and the Mortgage recorded in the Office of the Recorder of Deeds/Registrar of Titles of Cook County, Illinois, on May 15, 1972 as Document No. 92338337, and re-recorded on July 24, 1992 as Document No. 92544588, against the property legally described as follows:

Lots 4 and 5 In Block 36 in the Village (Fidgeland, a Subdivision of the East 1/2 of the East 1/2 of Section 7, and the Northwest 1/4 and the West 1/2 of the Southwest 1/4 of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 464 North Austin, Oak Park, allio as 60302

PIN: 16-08-123-029

and hereby referred to as part of this Agreement, and;

WHEREAS, the undersigned owner of said premises does hereby request this Loan Modification Agreement.

NOW, THEREFORE, it is hereby agreed by the parties hereto that the Note is hereby modified increased and amended in its entirety by the Term Loan. Note of even date herewith in the amount of \$500.000 (2) ("Revised Note"), a copy of which is attached hereto as Exhibit A. The undersigned hereby promises to pay the indebtedness with interest at the rate in accordance with the terms provided in the Revised Note. On April 1, 2001 (Maturity Date"), any remaining indebtedness, if not sooner paid, shall be due and payable. The Mortgage and all security documents ("Security Documents") are hereby modified and amended to secure the Revised Note and all references to the Note in the Security Documents are modified and amended to refer to the Revised Note in place of the Note. In all other respects and Mortgage and Security Documents shall remain in full force and effect and the undersigned, his or their heirs, assigns and representatives, shall be obligated to pay the same

BORROWER:

464 North Austin Partnership, an Illingip partnership

LENDER:

The First Minoral Bank of Chicago

Or Cook County Clark's Office

97234457

UNOFFICIAL COPY

(Partnership Beneficiary Acknowledgment) ACKNOWLEDGMENT

STATE OF)		
COUNTY OF CASE) SS		
australia del Alaberta.	······································		
CERTIFY that the above of 464 North Austin Partners subscribed to the foregoing appeared by fore me this day it instrument is their own free and the uses and posposes therein set. Given under my hand ar	named Fredrichip, personally known instrument as such a person and acknowled voluntary act and as it forth.	h. Dahuwr and to me to be the side of the	igned and delivered the said y act of said Partnership, for
	NO My	TARY PUBLIC - 7 Commission expire	. Il tornain
	NO My		*OFFICIAL SEAL* #0114 FOSMAN Nobury Public, State of Illinois My Commission Expires 1-27-20
STATE OF ILLINOIS	ı	The Contraction of the Contracti	
COUNTY OF LOCK	SS. 		
I, the undersigned, a Notary P. Julie M. Level, of The association, personally known foregoing instrument, appeared delivered the said instrument as GIVEN under my hand and office My Commission Expires:	HE FIRST NATIONAL to me to be the same before me this day in public free and voluntary and seal, this 27	BANK OF CHE e person(s) whose is erson, and acknowle net, for the uses and day of	CAGO, a national banking name(s) is sub-cribed to the edged that set signed and purposes therein set forth.
	1 Shan	AM	

"OFFICIAL SEAL"
JULE HOSMAN
Notary Public, State of Illinols
My Commission Expires 1:27:2000

	(Individual Acknowledgment) ACKNOWLEDGMENT
STATE OF IL	
COUNTY OF LOCK) SS .
informed of the contents of the forego instrument to be <u>His</u> free and voluntar purposes and uses therein set forth.	Public in and for said county and state, do hereby certify that before me and is (are) known to me to the person(s) who, being ing instrument, have executed same, and acknowledged said ry act and deed and that <u>HE</u> executed said instrument for the
Witness my hand and official seal this	7 day of 1194211 1927.
My Commission Expires:	
(SEAL)	Notary Publicy
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C	Party of the treet, after present to the first present to the mode My Constant of the April 2000
	(Individual Acknowledgm (nt) ACKNOWLEDGMENT
STATE OF TECK	SS.
Russell S. Stephenson, personally appearing informed of the contents of the foreinstrument to be 115 free and voluntar purposes and uses therein set forth.	Public in and for said county and state, do hereby certify that eared before me and is (are) known to me to the personals) who, egoing instrument, have executed same, and acknowledged said by act and deed and that MC executed said instrument on the
Witness my hand and official seal this	Z day of 16 14K211 . 19.
My Commission Expires:	
(SEAL)	Notary Public 2007
	Notary Public / Milden