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### MORTGAGE MODIFICATION AGREEMENT

This Modification Agreement is dated is of this 1st day of September, 1996 and is made between Firstar Bank Illinois, Successor Trustee to First Colonial Trust Company, Successor Trustee to Michigan Avenue National Bank of Chicago, as Trustee under Trust Agreement dated July 27, 1988 and known as Trust No. 1-4766 ("Mortgagor") and Firstar Bank Illinois of 30 North Michigan Avenue, Chicago, Illinois 60602 ("Mortgagee").

### **UNDERSTANDINGS**

- Mortgagor executed a Trust Deed in favor of Mortgagee's predecessor in A. interest, Michigan Avenue National Bank of Chicago, dated as of Augus, 18, 1988 and recorded September 1, 1988 with the Cook County Recorder of Deeds as Document No. 88400771 as modified by the Modification of Mortgage dated September 1, 1993 and recorded October 4,1993 with the Cook County Recorder of Deeds as (the "Mortgage") encumbering the real estate Document No. 93789828 described on Exhibit A attached hereto and made a part hereof.
- The Mortgage secures the indebtedness, obligations and liabilities of Mortgagor under a Promissory Note in the original principal amount of \$150,000.00 dated August 18, 1988 payable to Michigan Avenue National Bank of Chicago and executed by First Colonial Bank, Successor Trustee to Michigan Avenue National Bank of Chicago, as Trustee under Trust Agreement dated July 27, 1988 and known as Trust No.1-4766.
- The outstanding principal balance of the Note which became due and payable on September 1, 1996 is \$98,592 92



Mortgagor wishes to modify the Note and Guaranties to extend the term, and Mortgagee is willing to do so.

NOW, THEREFORE, in consideration of the Understandings are set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

- All references to Michigan Avenue National Bank of Chicago throughout shall be deleted and replaced with "Firstar Bank Illinois."
- The definition of "Note" on the first page of the Mortgage is deleted in its entirety and the following is substituted in its place:

The word "Note" means the Promissory Note dated August 18, 1988 in the principal amount of \$150,000.00 made by First Colonial Trust Company. Successor Trustee to Michigan Avenue National Bank of Chicago as Trustee under Trust Agreement dated July 27, 1988 and known as Trust No. 1-4766, and given to Michigan Avenue National Bank of Chicago, plus the Extension and Modification Agreement dated September 1, 1993, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of and substitutions for the Note. The interest rate of the Note is 9% per annum on the unpaid principal balance from September 1, 1996 until paid in full The Note matures by its terms on Screember 1, 1997 and requires monthly installment payments in the sum of \$1,572-88 beginning October 1, 1996, plus real estate tax escrow contribution in the initial amount of \$943.17 per month. The real estate escrow requirements are subject to change by Firstar Bank Illinois

In all other respects, the Mortgage shall remain unchanged and in full 3 force and effect

MORTGAGOR

FIRSTAR BANK ILLINOIS, Successor to FIRST COLONIAL TRUST COMPANY FIRSTAR BANK ILLINOIS 61k/a/ Successor to MICHIGAN AVENUE NATIONAL BANK OF CHICAGO. as Trustee under Trust Agreement dated July 27, 1988 and known as Trust No 1-4766 and not personally or individually

\*\*SEE SIGNATURE PAGE ATTACHED HERETO AND MADE A PERMANENT MORTGAGEE:

MICHIGAN AVENUE NATIONAL BANK OF CHICAGO

pecial Loan Group

**ATTEST** 

By∷ Its:

# 97391230

## **UNOFFICIAL COPY**

SIGNATURE RIMER ATTACHED TO: MORTGAGE MODIFICATION AGREEMENT (dated 9/01/96)

Trustee as such and it is expressly understood and a construed as creating any liability on said Trustee personants, either expressed or implied, included harmless representations in said document (all such and their respective successors and assigns) and that indebtedness or right accruing under said document si payment or enforcement thereof, it being understood to described therein and has no control over the management respecting any factual matter with respect to said prebeneficiaries of said trust. In event of conflict between	not personally but as Trustee under Trust No. 1-4766  f power and authority conferred upon and vested in said greed that nothing in said document contained shall be mally to pay any indebtedness accruing thereunder, or to hading but nor limited to warranties, indemnifications, and liability if any, being expressly waived by the parties hereto so far as said Trustee is concerned, the owner of any hall look solely to the premises described therein for the hat said Trustee merely holds legal title to the premises and thereof or the income therefrom, and has no knowledge mises, except as represented to it by the beneficiary or the terms of this rider and of the agreement to which it is ation resting upon said trustee, the provisions of this rider
FIRSTAR BANK ILLINOIS/not personally,	st Company, successor to Michigan Avenue
but solely as Trustee under Trust Agreement	National Bank of Unicago
dated July 27, 1988 and known as Trust	
No. 1-4766	
By: Angela McClain, Land Trust Officer	
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ATTEST:	0,
By: Marious of Aucoust.  Norma J. Haworth, Land Trust Office	the in the State aforesaid DO HERERY CLAUSEY THAT
Hinaic 1	
Illinois } County of Cook }	
Commit or cook	1,0
I, the undersigned, a Notary Public. in and for said Cour	rty, in the State aforesaid, DO HEREBY C'ERTY THAT_
Angela McClain	personally known to me to be the
Land Trust Officer	of FIRSTAR BANK ILLINOIS and
Norma J. Haworth personally known to me to be	the Land Trust Officer
of said Corporation, and personally known to me to	be the same persons whose names are subscribed to the
foregoing instrument, appeared before me this day in pr	erson and severally acknowledged that as such
Coal of said Companies to be affixed therein sure	of said Corporation, and caused the Corporate uant to authority, given by the Board of Directors of said
Sear or said Corporation to be anixed thereto, purs  Corporation as their free and voluntary act of said Corp	uall w autuiny, given by the board of billions of data persons for the uses and numbers therein eat faith.
Mithianan as men nea and somnark act as som coub	eigent in no esco our heilinges malen on isias
GIVEN under my hand and notarial seal thislst	day of November 19 96
Kelvice & Sevant	
NOTARY PUBLIC	OFFICIAL SEAL*
NUMRI PUBLIC V	Rebecca J. Germant
	Notary Fublic, State of Illinois

## 9739123

### **UNOFFICIAL COPY**

Prepared By and Mail To:
Randolph E. Ruff
DeHaan & Richter, P.C.
55 West Monroe Street, Suite 1000
Chicago, Illinois 60603 (312) 726-2660

STATE OF ILLINOIS )
) SS
COUNTY OF)
I, a Notary Public in and for the County
and State aforeseid, do hereby certify that Trust Officer of Firstar Bank Illinois, known
to me to be an authorized agent of the corporation that executed the Mortgage
Modification Agreement and acknowledged the Modification to be the free and
voluntary act and deed of the corporation, by authority of its Bylaws or resolution of
its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the
Modification on behalf of the corporation
GIVEN under my hand and Notarial Scal this day of, 19
02
NOT ARY PUBLIC
My Commission Expires
My Commission Expires  STATE OF ILLINOIS ) SS  COUNTY OF (
STATE OF ILLINOIS )
) SS
COUNTY OF ( work)
I. Sharan Mc Cann, a Notary Public in and for the Count,
and State aforesaid, do hereby certify that Judith E. Johnson personally known to me
to be the same person whose name is as Vice President/Special Loan Group of Firstan
Bank Illinois, an Illinois banking corporation, subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged to me that she signed and
delivered said instrument as her own free and voluntary act, for the uses and purposes
therein set forth
Given under my hand and Notarial Seal this <u>B1 ST</u> day of <u>Oct.</u> , 1996  Star Mc Cam  NOTARY PUBLIC
Il M. Lann
NOTARY PURI IC
My Commission Expires:

"OFFICIAL SEAL"
SHARON McCANN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Oct. 9, 2000

#### **EXHIBIT "A"**

### PARCEL 1:4

LOT 23 IN BLOC 2 IN ORVIS' SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERHIJAN, IN COOK COUNTY, ILLINOIS.

PIN #20-07-406-046

COMMONLY KNOWN AS 5156 SOUTH MARSHFIELD AVENUE, CHICAGO, IL

### PARCEL 2:

LOT 61, LOT 62 AND LOT 63 IN LORIMER'S SUPPLIVISION OF THE SOUTH 498 FEET OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN # 20-09-329-031 20-09-329-030

COMMONLY KNOWN AS: 638-640 WEST GARFIELD AVENUE, CHICAGO IL

CON COUNTS BECOMBER

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