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Look County Recorder

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#### RECORDATION REQUESTED BY:

First National Bank of Lincolnwood 6401 N. Lincoln Avenue Lincolnwood, Illinois 60645-4089

## WHEN RECORDED MAIL TO:

C.A. Greenstein, Senior Vice President First National Bank of Lincolnwood 6401 N. Lincoln Avenue Lincolnwood, Illinois 20845-4089

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## MODIFICATION AGREEMENT

This AGREEMENT entered into this 13th day of AUGUS7, 1998 by and between THE FIRST NATIONAL BANK OF LINCOLNWOOD, hereinafter called "BANK", and COLE TAYLOR BANK, as Trustee, under Trust No. 966675 dated MAY 1, 1996 hereinafter called "MORTGAGOR".

#### WITNESSETTE

(1) BANK is the holder of a certain Promissory Note dated MAY 31, 1996 in the original face amount of NINETY TWO THOUSAND FOUR HUNDRED THIRTY SIS AND 84/190 DOLLARS (\$92,436.84) executed by MORTGAGOR and secured by a Mortgage to The First National Bank of Lincolnwood, and recorded on TUNE 19, 1996 in the office of RECORDER OF DEEDS in the County of COOK, State of Illinois as Document No. 96482265 and by an Assignment of Rents to Bank recorded on TUNE 19, 1996 in the office of RECORDER OF DEEDS, in the County of COOK State of Illinois, as Document No. 96482266 on Real Estate legally described as follows:

LOT 37 (EXCEPT THE WEST 10 FEET THEREOF) AND ALL OF LOT 38 IN BLOCK 1 IN THE SUBDIVISION OF BLOCK 48 (EXCEPT THE SOUTH 266 FEET OF THE WEST 218 FEET THEREOF) IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF), ALL IN COOK COUNTY, ILLINOIS.

(2) MORTGAGOR has reduced its obligation to \$87,732,75 and MORTGAGOR has requested BANK to modify the terms of payment under said Note and Mortgage, and

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# **UNOFFICIAL COPY**

- (3) BANK has agreed to modify the terms of the Note and Mortguge, and
- (4) COLE TAYLOR BANK, as Trustee, under the Mortgage described above has consented to this modification.
- (5) Said Principal Balance together with interest is hereby modified to be payable as follows:

The principal sum and interest to be payable at the rate of 7.000% per annum in instalments as follows: \$625,53 or more on the lat day of September, 1998 and \$625,53 or more on the lat day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the lat day of August, 2003. All such payments received on this note shall be applied first to the payment of interest accrued to the date the instalment is paid, and any amount remaining from an instalment after application to interest shall be applied in reduction of unpaid principal. If the monthly instalment payment is insufficient to pay the interest accrued for any month, the Borrower agrees to pay the actual billing from the bank of interest accrued for that month. Interest on this note shall increase to a rate per annum of 9.00% upon an Event of Default, or after the due date of the final instalment until the liabilities are paid. Interest on this note will be computed based upon a 360-day year for the actual number of days elapsed. All of said principal and interest being made payable at the office of The First National Bank of Lincolnwood, 6401 N. Lincoln Avenue, Lincolnwood, Illinois 60645.

(6) This AGREEMENT is supplementary to said Mortgage and Assignment of Rents and said Mortgage and Assignment of Rents shall continue as a good and valid lien on the Real Estate. Neither the Promissory Note, the Mortgage, nor the Assignment of Rents shall in any way be prejudiced by this AGREEMENT.

All of the provisions of the Promissor, Note, Mortgage, and Assignment of Rents shall remain in full force and effect and be binding on the parties hereto except as herein expressly modified.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed and delivered this AGREEMENT on the date first above written.

BY:

(CORPORATE SEAL)

THE FIRST NATIONAL BANK OF LINCOLNWOOD

ATTEST: Am Sc Buce

ALAN D. WEEL, VICE PRESIDENT

ATTEST:

COLE TAYLOR BANK, as Trustee

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STATE OF ILLINOIS)

SS:

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of The First National Bank of Lincolnwood, personally known to me to be

the same persons whose names are subscribed to the foregoing instrument as such officers respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses purposes therein set forth; and the said officers then and there acknowledged that the said officers, as custodian of the corporate seal of said Bank caused the corporate seal of said Bank to be affixed to said instrument as said officers own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Give under my hand and Notarial Seal this 15th day of Actional 1998.

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Notary Public

STATE OF ILLINOIS

COUNTY OF COOK)

SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of Cole Taylor Bank, as

Trustee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation—for the uses and purposes therein set forth; and the said officers, then and there acknowledged that the said officers, as custodian of the corporate seal of said corporation—caused the corporate seal of said corporation to be affixed to said instrument as said officers own free and voluntary act and as the free and voluntary act of said corporation—for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25th day of 1000 1998.

"OFFICIAL SEAL"
SHERRI SMITH
NOTARY PUBLIC STATE OF ILLINGIS
My Commission Expires 02/19/2002

Notary Public

FOR THE RECORDER'S INDEX PURPOSES, INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE:

2341 W. School, Chicago, Illinois 60618

Perm. R.E. Tax ID No. 14-29-324-043

THIS DOCUMENT WAS PREPARED BY: CHARLES A. GREENSTEIN 6401 N. LINCON AVENUE, LINCOLNWOOD, ILLINOIS 60645

# **UNOFFICIAL COPY**

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