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1998-09-15 10:43:58
Cook County Recorder 31.00

TCF NATIONAL BANK
ILLINOIS
SECOND MORTGAGE
MODIFICATION AGREEMENT

This Second Mortgage Modification Agreement ("Agreement") is dated as of July 12, 1998, and is between TCF National Bank Illinois, a successor trustee ~~KWOK~~ Bank of Chicago, f/k/a Bank of Chicago/Garfield Ridge, not personally, but as Trustee under Trust Agreement dated January 4, 1990 and known as Trust No. 90-1-3 ("Mortgagor") and TCF National Bank Illinois, a national banking association, formerly known as Bank of Chicago, formerly known as Bank of Chicago/Garfield Ridge ("Mortgagee"), with an office located at 6353 West 55th Street, Chicago, Illinois 60638.

*BY MERGER TO

UNDERSTANDINGS

A. Mortgagor executed a Mortgage and Security Agreement in favor of Mortgagee dated as of July 24, 1995, and recorded July 26, 1995, in the Cook County, Illinois Recorder of Deeds office as Document No. 95486544 ("Mortgage") encumbering the real estate described on Exhibit A, attached hereto and made a part hereof. The Mortgage was amended by that certain First Modification Agreement dated as of March 12, 1996, and recorded March 26, 1996, in the Cook County, Illinois Recorder of Deeds office as Document No. 96230361, (the "First Amendment").

B. The Mortgage secures the indebtedness, obligations and liabilities of Mortgagor pursuant to a promissory note in the original principal amount of \$450,000.00 dated July 24, 1995, payable to Mortgagee and executed jointly and severally by Mortgagor ("Note"), which Note was amended and restated in its entirety by that certain Amended and Restated Mortgage Note dated March 12, 1996 (the "Restated Note"). The Note and the Restated Note were have been further amended by that certain First Note Modification Agreement of even date herewith.

C. The principal balance of the Note is due and payable on March 12, 2001. As of the date hereof, the outstanding principal balance due is \$392,496.59.

D. Mortgagor wishes to amend the terms of the Mortgage, and Mortgagee is willing to do so.

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

1. The interest rate in effect on the Indebtedness Hereby Secured (as such term is defined in the Mortgage) is hereby reduced from eight and one-half percent (8.50%) to seven and three-quarters percent (7.75%). Such interest rate reduction shall be effective as of the date of this Agreement and shall continue until the Maturity Date as defined in the Restated Note.

2. Each reference in the Mortgage to the phrase "eight and one-half percent (8.50%)" shall be deleted and replaced with the following phrase "seven and three-quarters percent (7.75%)".

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

BOX 333-CT1

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SIGNED AND DELIVERED IN Chicago, Illinois, by the parties hereto as of the day and year written above.

MORTGAGOR:

TCF NATIONAL BANK ILLINOIS, not personally,
but as ~~XXXXXX~~ trustee as aforesaid w/t/a dated
01/04/90, a/k/a 90-1-3.

****SEE ATTACHED ALLONGE RIDER FOR**

By: TRUSTEE EXCULPATORY & SIGNATORY**

Its: _____

By: _____

Its: _____

MORTGAGEE:

TCF NATIONAL BANK ILLINOIS

By: *Donald J. Karczyk*
Its: Vice President

By: *Sharon R. Batts*
Its: Commercial Banking Officer

BENEFICIARY:

Gregory D. Chentnik
Gregory D. Chentnik

Nancy Chentnik
Nancy Chentnik

STATE OF ILLINOIS

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 TCF National Bank Illinois, as aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument with such title as designated above, appeared before me this day in person and acknowledge 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 and purposes therein set forth, pursuant to authority given by the Board of Directors of said Bank.

Given under my hand and Notarial Seal this 21st day of August, 1998.

OFFICIAL SEAL
ROSEMARIE BENCIK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/01/2001 BY PUBLIC
Rosemarie Bencik

My Commission Expires: 1-27-99

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ALLONGE RIDER

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This Rider is attached to and made a part of TCF NATIONAL BANK ILLINOIS SECOND MORTGAGE MODIFICATION AGREEMENT dated JULY 12, 1998

"This Second Mortgage Modification Agreement is executed by the undersigned, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants in its individual capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement, or condition, either expressed or implied herein contained, or with regard to any warranty contained in this Second Mortgage Modification Agreement except the warranty made in this paragraph, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder; provided that nothing herein contained shall be construed in any way so as to affect or impair the lien of this Second Mortgage Modification Agreement or Lender's right to the foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies of Lender in any such foreclosure proceedings or other enforcement of the payment of the indebtedness secured hereby, out of, and from the security given therefore in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Lender under any other document or instrument evidencing, securing or guaranteeing the indebtedness secured hereby."

TCF National Bank Illinois, successor trustee by merger to Bank of Chicago f/k/a Bank of Chicago/Garfield Ridge not personally but as Trustee U/T/D 1/4/90 A/K/A Trust No. 90-1-7

BY: _____

ITS: Asst. Vice President and
Land Trust Officer

ATTEST: _____

ITS: _____

Vice President

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11/17/2010

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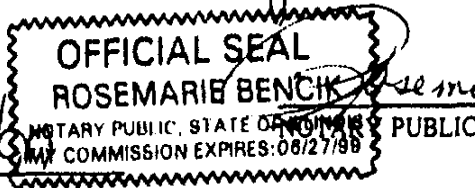
STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named individuals, Gregory D. Chentnik and Nancy Chentnik, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title as designated above, appeared before me this day in person and acknowledge that they signed and delivered the said instruments their own free and voluntary act.

Given under my hand and Notarial Seal this 21st day of August, 1998.

My Commission Expires: 8/27/99



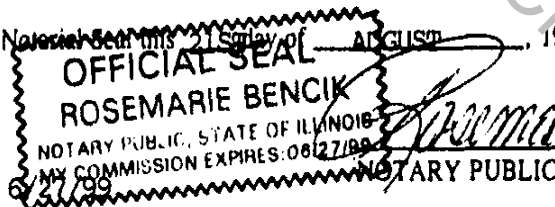
STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that GEORGEANN C. LOSURDO and JUNE NOVOTNY, as ASST. V.P. LAND TRUST OFFICER & V.P. of TCF National Bank Illinois, a national banking association, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21st day of AUGUST, 1998

My Commission Expires: 8/27/99



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11/10/2021

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EXHIBIT A
TO SECOND MORTGAGE MODIFICATION AGREEMENT
DATED AS OF JULY 12, 1998
BETWEEN

TCF National Bank Illinois as successor trustee to the Bank of Chicago, f/k/a Bank of Chicago/Garfield Ridge, not personally, but as Trustee under Trust Agreement dated January 4, 1990 and known as Trust No. 90-1-3
AS MORTGAGOR

AND

TCF NATIONAL BANK ILLINOIS, F/K/A BANK OF CHICAGO, F/K/A BANK OF CHICAGO/GARFIELD RIDGE AS MORTGAGEE

Legal Description of Real Estate

Parcel 1:

LOTS 34, 35, 36 AND 37 IN BLOCK 25 IN BARTLETT HIGHLANDS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 1/2 OF THE EAST 1/2 THEREOF) OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2:

LOTS 35 AND 36 IN BLOCK 1 IN THE SUBDIVISION OF THE EAST PART OF LOT 7 IN MCCAFFERY AND MURPHY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 5, 1896 AS DOCUMENT 2354781 IN BOOK 69 PAGE 35 INN COOK COUNTY, ILLINOIS.

Parcel 3:

LOTS 9 AND 10 IN BLOCK 2 IN CLEAR PARK A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 4:

LOTS 4 AND 5 IN BLOCK 1 IN BLOOM'S SUBDIVISION OF THE NORTH 1/2 (EXCEPT THE SOUTH 16 1/2 FEET THEREOF) IN BLOCK 22 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Parcel 1 commonly known as: 6287-6295 S. Archer Avenue, Chicago, IL; PIN: 19-08-331-095-0000

Parcel 2 commonly known as: 4444 S. Kedzie, Chicago, IL; PIN: 19-02-414-040-0000

Parcel 3 commonly known as: 5923 W. 63rd Street, Chicago, IL; PIN: 19-20-200-015-0000; 19-20-200-016-0000

Parcel 4 commonly known as: 1711 W. 35th Street, Chicago, IL; PIN: 17-31-405-005-0000; 17-31-405-006-0000

This document was prepared by and
after recording return to:

Thomas Barth
TCF National Bank Illinois
6353 West 55th Street
Chicago, Illinois 60638
773/838-1300

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