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1998/10/07 07:00:19 Page 1 of 4
1998-10-07 11:17:19
Cook County Recorder 27.50



98900201

LOAN MODIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into as of **September 22, 1998**, but made effective as of **October 10, 1998**, by and between **MID TOWN BANK AND TRUST COMPANY OF CHICAGO**, an Illinois corporation ("BANK") & **RONALD HANSEN AND SHIRLEY HANSEN**, husband and wife, ("BORROWER").

WHEREAS:

1. The BORROWER has heretofore executed a Promissory Note dated **October 10, 1995**, in the principal amount of **\$300,000.00** ("NOTE"), of which the BANK is presently the holder;
2. The NOTE is secured by a Mortgage, Assignment of Rents & Security Agreement (Chattel Mortgage) dated **October 10, 1995**, and recorded in the Recorder's Office of Cook County, Illinois, as document number **95690742** ("MORTGAGE"), placing a mortgage lien on certain real estate described in Exhibit "A" attached hereto and by this reference incorporated herein ("REAL ESTATE");
3. The BANK has made available to BORROWER the sum of **\$300,000.00**, which amount represents the entire principal sum of the indebtedness evidenced by the NOTE; of which there is an outstanding balance of **\$ 165,184.92**.
4. The interest rate evidenced on said NOTE is **1.0%** percentage point ("the margin") over the Prime Rate of interest per annum.
5. The maturity date evidenced on said NOTE is **October 10, 1998**.
6. The BORROWER desires to amend the **rate, and maturity date** as evidenced by the NOTE;
7. The BANK has agreed to such modification pursuant to the terms and conditions of a commitment of the BANK dated **September 22, 1998** ("COMMITMENT").

NOW THEREFORE, notwithstanding anything contained in the NOTE and MORTGAGE, and in consideration of the mutual covenants, conditions, and premises contained herein, the PARTIES HERETO AGREE AS FOLLOWS:

- A. The interest rate evidenced by the NOTE as of the effective date is **The Prime Rate of interest as announced by Lender from time to time.**

- B. The maturity date is hereby amended to **October 10, 2003**.
- C. Except as modified herein, the terms, covenants and conditions of the MORTGAGE shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the terms of this agreement and the terms of the NOTE and/or MORTGAGE, the terms herein shall control.
- D. The lien of the MORTGAGE IS hereby modified as security for the payment of the principal sum evidenced by the NOTE and amended by this MODIFICATION AGREEMENT.
- E. This agreement shall be governed by and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and the year first written above.

MID TOWN BANK AND TRUST COMPANY OF CHICAGO ("BANK")

By: Julia Spaulding
Julia Spaulding, Loan Officer

Attest: Cindy Wrona
Cindy Wrona, Assistant Secretary

BORROWER:

Ronald K. Hansen
Ronald K. Hansen

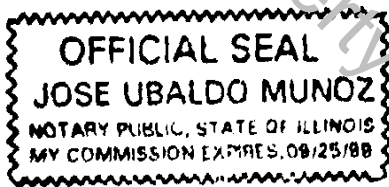
Shirley Hansen
Shirley Hansen

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY**, that Julia Spaulding, Loan Officer of Mid Town Bank and Trust Company of Chicago, an Illinois corporation, and Cindy Wiona, Assistant Secretary of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Loan Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth, and the Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as her 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 September 22, 1998.



[Handwritten Signature]

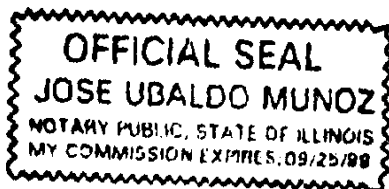
Notary Public

My commission expires:

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY**, that d Ronald Hansen and Shirley Hansen, personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this September 22, 1998.



[Handwritten Signature]

Notary Public

My commission expires:

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Page 4 of 4

EXHIBIT "A"

LEGAL DESCRIPTION:

LOT 3 IN ACKERMAN'S SUBDIVISION OF LOT 7 IN SUBDIVISION OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

14-33-104-017-0000

PROPERTY COMMONLY KNOWN AS:

2329 N. GENEVA, CHICAGO, IL. 60614

Mail To:

THIS INSTRUMENT WAS PREPARED BY:

Gloria Hernandez

MID TOWN BANK AND TRUST COMPANY OF CHICAGO
2021 NORTH CLARK STREET
CHICAGO, ILLINOIS 60614

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