UNOFFICIAL COPY

This instrument prepared

by and after recording ...

return to:

Steven M. Bazer

American National Bank

Division 251

120 S. LaSalle Street

Chicago, IL 60603

/ ĈŌŌK CÕŨNTY

RECORDER EUGENE "GENE" MOORÉ SKOKIE OFFICE 99441323

9959/0017 87 006 Page 1 of 4 1999-05-07 12:18:20

Cook County Recorder

28.00



THIRD MODIFICATION AGREEMENT (Mortgage)

This Third Modification Agreement is effective as of this 1st day of May, 1999, between PETER C. CHALLINOR AND ALICE B. CHALLINOR (hereinafter referred to as "Mortgagor") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter referred to as "Mortgagee").

WITNESSETH

WHEREAS, on January 24, 1994, Mortgager executed in favor of NBD Bank, a Mortgage (the "Mortgage") subsequently recorded on January 27, 1994 in Cook County, Illinois as Document Number 94091020, concerning real estate, legally described in Exhibit "A" attached hereto and incorporated herein. The Mortgage was given by Mortgagor to secure payment to Mortgagee of a note dated January 24, 1994 in the principal sum of ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00) (the "Original Note") executed by Mortgagor (hereinafter referred to as "Borrower"), and

WHEREAS, on July 19, 1996, pursuant to that certain Agreement to Purchase Assets and Assume Liabilities between NBD Bank ("NBD") and American National Bank and Trust Company of Chicago ("ANB"), NBD sold and transferred all related interest in the Mortgage to ANB.

WHEREAS, The Original Note is due and payable on March 1, 1999;

WHEREAS, Borrower has executed a new note dated as of May 1, 1999 in the principal sum of FORTY THREE THOUSAND EIGHT HUNDRED FIFTY SEVEN AND NO/100 DOLLARS (\$43,857.00). This note replaces and restates the Original Note is referred to hereinafter as the "Note", with such other amendments, modifications, extensions, renewals or replacements thereof; and

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WHEREAS, the parties hereto have agreed upon a modification of the terms and conditions of the Mortgage as herein set forth; and

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree to modify the Mortgage as follows:

- 1. The due date of March 1, 1999 is hereby extended to May 1, 2002.
- The Mortgage securing the Note is a valid and subsisting lien on the premises described in the Mortgage.
- 3. An terms used herein and not otherwise defined shall have the respective meanings set forth in the Note and Mortgage.
- 4. This Modifice aon shall be incorporated into and made a part of the Mortgage and Note, as amended, and all other related loan documents executed by Mortgagor.
- 5. Mortgagor hereby agrees to execute and deliver, or cause to be executed and delivered, to Mortgagee suc! additional documentation as Mortgagee shall require in order to evidence or effectuate the transactions contemplated hereby or in order to update information and undertakings heretofore given to Mortgagee by or on behalf of Mortgagor.
- This Modification shall be governed by, and construed in accordance with, the 6. internal laws of the State of Illinois.
- 7. This Modification shall inure to the benefit of Mortgagee's successors and assigns, and shall be binding upon the successors and assigns of Mortgagor. Office

"MORTGAGOR"

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 $99441323_{\text{ Page 3 of 4}}$

STATE OF ILLINOIS }
COUNTY OF COOK }
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY , that Peter C. Challinor and Alice B. Challinor, individuals, appeared before methis day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal this 6^{+h} day of May , 19 99 .
OFFICIAL SEAL Mancy C. Att
NOTARY PUBLIC STATE OF ILLINOIS, MY COMMISSION EXPIRES:05/10/00 MY COMMISSION EXPIRES:05/10/00
My Commission Expires: 05 / 10 / 00
"MORTGAGEE"
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO BY: Vocade at a start in
BY: Kandall Finti ITS: Vici Puoldent STATE OF ILLINOIS SS. COUNTY OF COOK)
STATE OF ILLINOIS))SS.
COUNTY OF COOK)
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DC HEREBY CERTIFY, that <u>Kandace Lenti</u> , as <u>Vice fresident</u> of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, appeared before me this day in person and acknowledged that as such that he/she signed and delivered the said instrument as <u>officer</u> of said Corporation pursuant to authority given by the Board of Directors of said Corporation as his/her free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal, this 6th day of May, 1999.
OFFICIAL SEAL Notary Public NANCY C HETT NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:05/10/00 My Commission Expires: 5/10/00

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EXHIBIT "A" TO MODIFICATION AGREEMENT DATED MAY 1, 1999

LEGAL DESCRIPTION:

LOT 19 IN BLOCK 14 IN LAKE SHORE ADDITION TO WILMETTE, BEING A SUBDIVISION OF THE SOUTHEASTERLY 160 ACRES OF THE NORTH SECTION OF QUILMETTE PESERVATION.

COMMONLY KNOWN 45: 328 LINDEN AVENUE, WILMETTE, ILLINOIS 60091 Coot County Clert's Office

PIN NUMBER: 05-111-012-0000