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This instrument prepared
by and after recording ..
return to:
Steven M. Bazer
American National Bank
Division 251
120 S. LaSalle Street
Chicago, IL 60603



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9959/0017 87 006 Page 1 of 4
1999-05-07 12:18:20
Cook County Recorder 28.00



**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE**

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, Mortgagor 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.
2. The Mortgage securing the Note is a valid and subsisting lien on the premises described in the Mortgage.
3. All terms used herein and not otherwise defined shall have the respective meanings set forth in the Note and Mortgage.
4. This Modification 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 such 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.
6. This Modification shall be governed by, and construed in accordance with, the 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.

"MORTGAGOR"

BY: Peter C. Challinor

Peter C. Challinor

BY: Alice B. Challinor

Alice B. Challinor

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 RESERVATION.

COMMONLY KNOWN AS: 328 LINDEN AVENUE, WILMETTE, ILLINOIS 60091

PIN NUMBER: 05-111-012-0000