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### RECORDATION REQUESTED BY:

American National Bank & Trust Company of Chicago 1901 S. Meyers Road, Suite 440 Oak Brook Terrace, IL 60181

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American National Bank & Trust Company of Chicago 1901 S. Meyers Road, Suite 440 Oak Brook Terrace, IL 60181

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American National Bank & Trust Company of Chicago 120 South LaStille Street Chicago, IL 60503

9854/0056 09 006 Page 1 of 1999-01-28 12:20:35 Cook County Recorder 27.50





COOK COUNTY IFSSE WHITE SKOKIE OFFICE

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

American National Bank & Trust Co., Chgo 1901 S. Meyers Road, Suite 440 Oak Brook Terrace, IL 60181



## MODIFICATION OF WORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JULY 31, 1998, BETWEEN American National Bank & Trust Company of Chicago, as Trustee, under Trust Agreement No. 122452-05 dated December 23, 1996, (referred to below as "Grantor"), whose address is 120 South LaSalle Street, Chicago, IL 60603; and American National Bank & Trust Co. of Chicago (referred to below as "Lender"), whose address is 120 S. LaSalle Street, Chicago, IL 60603.

MORTGAGE. Grantor and Lender have entered into a mortgage dated July 31, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage Dated April 30, 1998 and recorded in Cook County Recorder's Office as Document #97055731 on property located at 2310, 2316 and 2416 Thayer, Evanston, Illinois 60201

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in Cook County, State of Illinois:

See Attached Exhibit "A"

The Real Property or its address is commonly known as 2316 & 2416 Thayer, Evanston, IL 60201. The Real Property tax identification number is 05-34-315-030-0000, 05-34-315-032-0000, 05-34-315-003-0000.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

The maturity date of the Mortgage is hereby extended to July 31, 2000.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the

(Continued)

representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS TRUST NO. 122452-05 AND DATED DECEMBER 23, 1996.

BORROWER:		<i>*</i> - <u>←</u>		
American National Ba	nk & Trust Company	of Chicago AS TRUSTEE, AFOR	ESAID	
			,	
By:	VEARY TRU	JST OFFICER	•	
FILEEN F.	O EAC	, , , , , , , , , , , , , , , , , , ,	u ta alaban	
LENDER:	Or Or	This instrument is executed by the undersigned in Trustee in the exercise of the power and authorit Trustee. It is expressly understood and agreed that all it enants, undertakings and agreements herein made on the Its capacity as Trustee and not personally. No personal in shall at any time be asserted or enforceable against the representation, covenant, undertaking or agreement of the	ly conferred upon and vested in it as such he warranties, indemnities, representations, cov- e part of the Trustee are undertaken by it solely in . id. By or personni responsibility is assumed by or thrustee on account of any warranty, indemnit	
	ook 9. Truct Co. of Chi			
American National Ba	ink & Trust Co. of Citi	,410		
By: Kandace	Senti, VP	4		
Authorized Office	r	C		
		042		
CORPORATE ACKNOWLEDGMENT				
STATE OF	ll		,	
•		) ss	<b>Z</b> ,	
COUNTY OF	Cook		S	
		998, before me, the under	ersigned Notary Public, personally	
American National Bank & Trust Company of Chicago, and known to me to be an at incrized agent of the				
corporation that exec	uted the Modification	of Mortgage and acknowledged th	ne Modification to be the free and	
voluntary act and dec	ed of the corporation. I	by authority of its Bylaws or by res	olution of its board of directors, for	
the uses and purpos	ses therein mentioned	, and on oath stated that he or	she is authorized to execute this	
	4	cation on behalf of the corporation.	νõ	
By Inne M	Merchant	Residing at		
	•			
Notary Public in and	for the State of	"OFFICIAL SEAL"	} <del></del> -	
		Anne M. Marchert	N V	
My commission expi	res	Notary Public, State of Illinois	8	
		My Commission Expires April 23, 2002	Page	

# LENDER ACKNOWLEDGMENT

STATE OF Allurois	)			
	) ss			
COUNTY OF CONTRACT	)			
appeared <u>Mandaco Lenti</u> and k	before me, the undersigned Notary Public, personally nown to me to be the,			
authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is				
authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.				
By from Farant Contraction	Residing at 5550 w. Touly, Skokie Al			
Notary Public in and for the State of Allinois	<u> </u>			
My commission expires				
	<u> </u>			

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OFFICIAL SEAL
LISA & AFAN-SANTOS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION FAPTES:08/07/01

Jant's Office

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## EHXIBIT A

### PARCEL 1:

LOT 2 IN MCENEELY'S RESUBDIVISION OF LOTS 26, 27 AND 28 IN BLOCK 3 IN CULVER'S ADDITION TO NORTH EVANSTON, SAID ADDITION BEING A SUBDIVISION OF LOTS 3 TO 10 AND THE EAST 33 FEET OF LOTS 1 AND 2 IN SMITH'S SUBDIVISION OF SOUTH PART OF QUILMETTE RESERVATION TOGETHER WITH SOUTH 50 FEET OF EAST 1/2 OF LOT 3 AND LOTS 4 TC 9. IN THE SUBDIVISION OP BAXTER'S SHARE OF QUILMETTE RESERVATION AFORESAID 174 THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

LOT 18 IN BLOCK 3 IN 104TH CULVER'S ADDITION TO NORTH EVANSTON IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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