

This instrument prepared /  
by /  
return to: /  
Patrick Fravel /  
American National Bank /  
Division 510 /  
33 N. LaSalle Street /  
Chicago, IL 60690 /



**MODIFICATION AGREEMENT**

**(Mortgage, Security Agreement and Financing Statement)**

This Modification Agreement is effective as of this 20<sup>th</sup> day of November, 1998, between Flair Communications Agency, Inc., an Illinois corporation (hereinafter referred to as "Mortgagor") and **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO** (hereinafter referred to as "Mortgagee").

**WITNESSETH**

WHEREAS, on October 23, 1997, Mortgagor executed in favor of Mortgagee, a Mortgage (the "Mortgage") subsequently recorded on October 24, 1997 in Cook County, Illinois as Document Number 97797159, 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 October 23, 1997 in the principal sum of Nine Hundred Ninety Thousand and No/100 Dollars (the "Original Note") executed by Flair Communications Agency, Inc. (hereinafter referred to as "Borrower"); and

WHEREAS, Mortgagor/Borrower has executed a note modification dated as of November 20, 1998 in the principal sum of Nine Hundred Ninety Thousand and No/100 Dollars (\$990,000.00). This note along with the Original Note is/are collectively referred to hereinafter as the "Note", with such other amendments, modifications, extensions, renewals or replacements thereof; and

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 September 30, 1998 is hereby extended to April 30, 1999.



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(FM N) - ("B")

Debtor: Modification Agreement between Flair  
Juris: Recorder of Deeds, Cook County, IL

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LEXIS Document Services  
135 S. LaSalle St., Suite 2260  
Chicago, IL 60603  
Phone: (312) 201-1273

## UNOFFICIAL COPY

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.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Modification Agreement as of the date first written above.

**"MORTGAGOR"**

FLAIR COMMUNICATIONS AGENCY, INC.  
an Illinois corporation

BY:

*Robert D. Wabz / Allyson M. Miller* 12/23/98

ITS:

*Chief Operating Officer / President*

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STATE OF ILLINOIS }
COUNTY OF \_\_\_\_\_ } SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Allyson Miller + Robert Walz, personally known to me to be the President and Chief Operating Officers, of Flair Communication Agency, Inc., a(n) Illinois corporation, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_ they signed and delivered the said instrument as \_\_\_\_\_ and \_\_\_\_\_ of said Corporation pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, for the uses and purposes therein set forth.

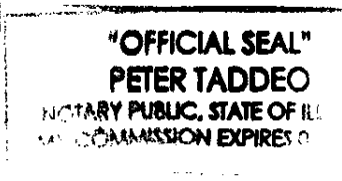
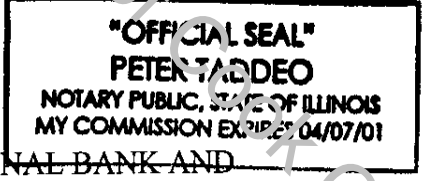
Given under my hand and official seal this 20th day of November, 1998.

[Handwritten signature of Peter Taddeo]

My Commission Expires: 4/7/01

Notary Public

"MORTGAGEE"



AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

BY: [Handwritten signature]
ITS: VP

STATE OF ILLINOIS )
)SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that PATRICK J. FRAVEL, as VICE PRESIDENT of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, appeared before me this day in person and severally acknowledged that as such VICE PRESIDENT that he/she signed and delivered the said instrument as VICE PRESIDENT 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 29th day of DECEMBER, 1998.

My Commission Expires: 12/19/01

[Handwritten signature of Donna Lee Heldebrandt]
Notary Public

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