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2002-02-20 08:22:19  
Cook County Recorder 33.00

PREPARED BY AND AFTER  
RECORDING RETURN TO:



LaSalle Bank National Association  
4747 W. Irving Park Road  
Chicago, Illinois 60461  
Attn: Robert A. Schultz

PERMANENT INDEX NUMBER:

12-13-217-046

PROPERTY ADDRESS:

7301 W. Wilson Avenue  
Harwood Heights, Illinois

FOURTH MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT  
AND ASSIGNMENT OF RENTS AND LEASES  
AND REAFFIRMATION OF GUARANTY

This Agreement entered into as of January 1, 2002 by and between LASALLE BANK NATIONAL ASSOCIATION, formerly known as Northwest National Bank of Chicago, a national banking association, not personally but solely as trustee under trust agreement dated August 3, 1971 and known as Trust No. 26-1203-00 (the "Trustee"), RICHARD C. MICHALEK, as trustee of the Richard C. Michalek Declaration of Revocable Trust dated January 4, 1983 (the "Beneficiary") (collectively, the Trustee and Beneficiary are hereinafter referred to as the "Mortgagor") and LASALLE BANK NATIONAL ASSOCIATION, formerly known as Northwest National Bank of Chicago, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois 60603 and joined in by RICHARD C. MICHALEK (the "Guarantor").

RECITALS:

A. Trustee executed a Mortgage and Security Agreement (the "Mortgage") dated December 16, 1986 and recorded on December 16, 1986 as Document No. 86602942 in the Office of the Cook County Recorder of Deeds (the "Recorder's Office"), as modified by a Modification and Extension Agreement dated January 1, 1992, and recorded on February 6, 1992 as Document No. 92077408 in the Recorder's Office, a Modification and Extension Agreement dated March 1, 1992 and recorded on April 3, 1992 as Document No. 92226041 in the Recorder's Office and by a Modification to

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Mortgage and Security Agreement and Installment Note dated July 1, 1995 and recorded on August 4, 1995 as Document No. 95515840 in the Recorder's Office and encumbering certain property commonly known as 7301 W. Wilson Avenue, Harwood Heights, Illinois and as more particularly described in Exhibit A attached hereto (the "Premises");

B. Trustee and Richard C. Michalek executed an Assignment of Rents and Leases (the "Assignment") dated December 16, 1986 and recorded on December 16, 1986 as Document No. 86602943 in the Recorder's Office, as modified by the modification agreements set forth in Section A above and relating to the Premises;

C. The Mortgage and Assignment secure that certain Installment Note dated December 16, 1986, in the original principal amount of One Million Fifty Thousand Dollars (\$1,050,000), as modified and extended by the modification agreements set forth in Section A above and as extended and modified by a Modification Installment Note dated January 1, 2002 in the principal amount of Seven Hundred Seventy Six Thousand Eight Hundred Sixty Eight and 02/100 Dollars (\$776,868.02) (collectively, which such note, together with any and all extensions, renewals and modifications thereof and substitutions therefor, is referred to herein as the "Note").

D. Richard C. Michalek executed a Collateral Assignment Under Land Trust dated December 16, 1986 in favor of the Bank, as amended by an Assumption and Amendment to Collateral Assignment Under Land Trust dated January 1, 2002 from Richard C. Michalek, as trustee of the Richard C. Michalek Declaration of Revocable Trustee dated January 4, 1983 that encumbers the Premises and relates to LaSalle Bank National Association Trust No. 26-1203-00.

E. Guarantor executed a Guaranty dated December 16, 1986 in favor of the Bank.

F. Mortgagor desires hereby to amend the Mortgage and the Assignment to reflect the amendment of the Note extending the maturity date and changing certain payment obligations thereunder and to reflect that the Beneficiary has assumed the obligations of Richard C. Michalek under loan documents issued in favor of the Mortgagor, including but not limited to the Assignment.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Note Secured. (a) The term "Note", as defined in each of the Mortgage and Assignment, is hereby amended to be the Note as defined herein.

(b) Mortgagor expressly agrees that the Mortgage and Assignment secure the Note, any and all extensions, renewals and modifications thereof and substitutions therefor, and any other sums, liabilities or indebtedness as set forth in the Mortgage or the Assignment.

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2. Assumption. The Beneficiary hereby assumes all obligations and liabilities of Richard C. Michalek under loan documents issued in favor of the Bank, including but not limited to the Assignment, and agrees to perform and comply with each covenant and agreement of such loan documents.

3. Continuing Effect. All the terms of the Mortgage and Assignment are hereby incorporated by reference herein, and the Mortgage and Assignment, except as hereby modified, shall remain in full force and effect in all respects. Mortgagor, by execution of this Agreement, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and Assignment.

3. Reaffirmation of Guaranty. The Guarantor hereby expressly reaffirms the obligations of the Guarantor under the Guaranty dated as of December 16, 1986 and agrees that such obligations remain in full force and effect.

4. Exculpation. This Fourth Modification of Mortgage and Assignment of Rents and Leases is executed by LASALLE BANK NATIONAL ASSOCIATION (the "Trustee"), not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and the Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the Trustee personally hereunder, or to perform any covenant either express or implied herein contained, all such liability, of any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and the Trustee personally are concerned, the legal holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises secured by the Mortgage for the payment thereof, by the enforcement of the lien created thereby, in the manner herein and in the Note provided or by action to enforce the personal liability of any other maker of the Note, any guarantor or other obligor of the indebtedness secured hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

LASALLE BANK NATIONAL ASSOCIATION, as trustee as aforesaid and not personally

By: Roberto Eduardo  
**TRUST OFFICER**  
Its: \_\_\_\_\_

LASALLE BANK NATIONAL ASSOCIATION

By: Phyllis A. Lutz  
Its: Vice President

Richard C. Michalek  
RICHARD C. MICHALEK, as  
Guarantor and as trustee of the  
Richard C. Michalek Declaration of  
Revocable Trust dated January 4, 1983

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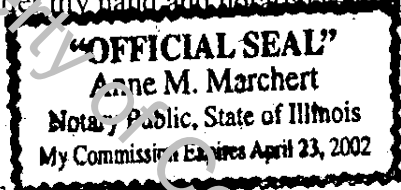
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that RETA A. EDWARDS of LASALLE BANK NATIONAL ASSOCIATION (as successor trustee to Northwest National Bank of Chicago), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ~~TRUST OFFICER~~, respectively, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of February, 2002.



*Anne M. Marchert*  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that RICHARD C. MICHALEK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1 day of Jan, 2002.

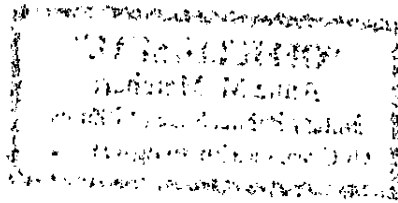
*Ana L. Fernandez*  
Notary Public

My Commission Expires: 8/25/02



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STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert A. SCHULTZ of LASALLE BANK NATIONAL ASSOCIATION, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1 day of JAN., 2002.

Ana L. Fernandez  
Notary Public

My Commission Expires: 8/25/02

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EXHIBIT A  
Legal Description

The East ½ of Lot 19 and all of Lots 20 and 21 in Klefstad's Industrial Addition to Harwood Heights, a Subdivision in the North East ¼ of Section 13, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Property address: 7301 W. Wilson Avenue  
Harwood Heights, Illinois

Permanent index number: 12-13-217-046

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