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THIRD MODIFICATION AGREEMENT

This Modification of Time or Demand Note, Trust Deed/Second Mortgage and Guaranty of Time or Demand Note and Trust Deed/Second Mortgage (hereafter referred to as the "Modification Agreement") made this 11th day of SEPTEMBER, 1986, by CHICAGO CITY BANK AND TRUST COMPANY, not personally but as Trustee under Trust Agreement dated JULY 26, 1977, and known as Trust Number 10303 (hereinafter referred to as "First Party") and WOODFIELD BANK, NOW KNOWN AS USAMERIBANC/WOODFIELD, (hereinafter referred to as "Trustee"), and JULIUS WALTON, personally, (hereinafter referred to as "Guarantor").

WITNESSETH:

Whereas, First party has executed and delivered to Trustee that certain Time or Demand Note dated MARCH 15, 1985, in the amount of THREE HUNDRED FIFTY THOUSAND AND 00/100 (\$350,000.00) DOLLARS ("Note"), which Note is secured by a Trust Deed/Second Mortgage ("Trust Deed") of even date therewith, recorded on MARCH 28, 1985, in the Recorder's Office of Cook County, Illinois, as Document Number 27492831 relating to the premises therein described as follows, to wit:

UNIT NUMBER 10-A IN 1000 LAKE SHORE PLAZA CONDOMINIUM, AS DELINEATED ON SURVEY OF THAT PART OF LOT A DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT, 90.60 FEET NORTH OF THE SOUTH EAST CORNER THEREOF; THENCE WEST, PERPENDICULARLY TO SAID EAST LINE, 114.58 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH A LINE WHICH IS 22.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH PORTION OF SAID LOT A; THENCE NORTH, ALONG SAID PARALLEL LINE AND SAID LINE EXTENDED, 24.605 FEET; THENCE WEST, ALONG A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID LOT, 55.52 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE NORTH PORTION OF SAID LOT; THENCE SOUTH, ALONG SAID WEST LINE, 7.95 FEET, MORE OR LESS, TO THE CORNER OF THE NORTH PORTION OF SAID LOT; THENCE EAST, 32.99 FEET ALONG THE SOUTH LINE OF THE NORTH PORTION OF SAID LOT, TO A POINT ON THE WEST LINE OF THE SOUTH PORTION OF SAID LOT; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH WEST CORNER OF SAID LOT; THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT, TO THE SOUTH EAST CORNER THEREOF; THENCE NORTH ALONG THE EAST LINE OF SAID LOT TO THE POINT OF BEGINNING; SAID LOT A BEING A CONSOLIDATION OF LOTS 1 AND 2 IN BLOCK 2, POTTER PALMER'S LAKE SHORE DRIVE ADDITION TO CHICAGO IN THE NORTH 1/2 OF BLOCK 7 AND PART OF LOT 21 IN COLLINS' SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 7 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST NUMBER 3067, RECORDED OCTOBER 15, 1976, AS DOCUMENT NUMBER 23,675,015; TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST APPURTENANT TO SAID UNIT IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM (EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND SURVEY). HERINAFTER "PROPERTY".

PERMANENT TAX ID NO.: 17-03-204-064-1015

COMMON ADDRESS: 1000 LAKE SHORE PLAZA, UNIT 10-A CHICAGO, ILLINOIS 60611

Whereas, the above referenced Note has been guaranteed by Guarantor under written Guaranty dated MARCH 15, 1985, and

Whereas, First Party, Trustee, and Guarantor have agreed to enter into this Modification Agreement.

Now, therefore, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, First Party, Trustee and Guarantor, agree that the Note and Trust Deed shall be and are hereby modified as follows:

PREPARED BY/MAIL TO:

Peter E. Connolly, Vice President USAmeribanc/Woodfield Higgins & Meacham Roads Schaumburg, Illinois 60196

Ticker 198366-Shop for 1981

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1. It is hereby acknowledged that as of the date hereof the present principal balance due under the Note heretofore referred to is TWO HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-SIX AND 95/100 (\$299,996.95) DOLLARS.

2. The maturity date of SEPTEMBER 11, 1985, as reflected in the Note and Trust Deed and changed to MARCH 11, 1986, by Modification Agreement dated SEPTEMBER 11, 1985, and changed to September 11, 1986, by Second Modification Agreement dated MARCH 11, 1986, is hereby changed to MARCH 11, 1987.

3. That commencing OCTOBER 11, 1986, and on the eleventh day of each month thereafter, First Party shall pay interest monthly on the principal balance from time to time outstanding calculated at the rate set forth in Paragraph Four (4) of this Modification Agreement.

4. That commencing SEPTEMBER 11, 1986, the annual interest rate to be charged shall be NINE AND ONE-HALF PERCENT (9 1/2%) per annum.

5. Except for the modifications stated hereinabove, the Note, Trust Deed, and Guaranty are not otherwise changed, modified or amended.

This Modification Agreement is executed by First Party, 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 undersigned hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on First Party personally to perform any covenant either expressed or implied herein contained, or such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed as of the date first above written.

CHICAGO CITY BANK AND TRUST COMPANY
not personally but as Trustee under
Trust Agreement dated JULY 26,
1977, and known as Trust Number
10303.

By: Fitz A. Long
Its: Vice President

Attest:
By: Rory E. Sleat
Its: Trust Officer

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 NOV -5 PM 1:44

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WOODFIELD BANK, NOW KNOWN AS
USAMERIBANC/WOODFIELD

By: Peter R. Connolly
Its: Vice President

Attest:
By: Mary Ann Healer
Its: A. J. P.

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The foregoing Modification Agreement has been executed with the knowledge and consent of the undersigned guarantors who hereby consent to the same and agree that their obligations shall continue in force unchanged hereby.

GUARANTOR:

Julius Walton
Julius Walton, personally

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1. It is hereby acknowledged that the principal balance due under the original promissory note numbered NINETY-NINE THOUSAND DOLLARS (\$99,000.00) dated and payable to the order of the undersigned, is hereby acknowledged to be due and payable by the undersigned on or before the date hereof.

2. The principal balance due under the original promissory note numbered NINETY-NINE THOUSAND DOLLARS (\$99,000.00) dated and payable to the order of the undersigned, is hereby acknowledged to be due and payable by the undersigned on or before the date hereof.

3. That commencing OCTOBER 11, 1987, the undersigned shall pay to the undersigned the principal balance from time to time as hereinafter provided, in accordance with the terms of Paragraph Four (4) of this Modification Agreement.

4. That commencing SEPTEMBER 11, 1987, the undersigned shall be deemed to have assigned to the undersigned all of the rights and interests in the original promissory note, and the undersigned shall be deemed to have assigned to the undersigned all of the rights and interests in the original promissory note, and the undersigned shall be deemed to have assigned to the undersigned all of the rights and interests in the original promissory note.

5. Except for the modification herein provided, the terms, conditions, covenants, and obligations of the original promissory note shall remain in full force and effect, and the undersigned shall be deemed to have assigned to the undersigned all of the rights and interests in the original promissory note, and the undersigned shall be deemed to have assigned to the undersigned all of the rights and interests in the original promissory note.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 11th day of September, 1987.

Notary Public
State of Illinois

20250533

The foregoing Modification Agreement is hereby acknowledged to be the true and correct agreement of the undersigned, and the undersigned hereby acknowledge and agree that their obligations shall continue to be due and payable as herein provided.

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STATE OF ILLINOIS, Cook County ss:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Fritz A. Long, Vice President of Chicago City Bank and Trust Company and Barry E. Sloat, Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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; and the said Trust Officer then and there acknowledged that he, as custodian of the Seal of said Bank, did affix the seal to said instrument as his 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 official seal, this 24th day of October, 1986.

My Commission expires: 3-14-88

Rosemarie Collins
Notary Public

STATE OF ILLINOIS, Cook County ss:

I, Patricia K. Azus, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter E. Connolly of USAmericans/Woodfield and Mary Ann Heister, personally known to me to be the VP and AVP of said Bank, whose names are subscribed to the within instrument, appeared before me this day in person and acknowledged that as such VP and AVP they signed and delivered the said instrument as VP and AVP of said Bank and caused the Corporate Seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 21st day of October, 1986.

My Commission expires: May 3, 1987

Patricia K. Azus
Notary Public

STATE OF ILLINOIS, Cook County ss:

I, Patricia K. Azus, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Julius Walton, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing, instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 24th day of October, 1986.

My Commission expires: May 3, 1987

Patricia K. Azus
Notary Public

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