

UNOFFICIAL COPY

Loan No. 5225

86604210

LOAN MODIFICATION AGREEMENT

69-06-60 J

13.00

This Agreement made this 25th day of September, 19 86
by and between FIRST NATIONAL BANK OF SKOKIE as Trustee under Trust Agreement dated
October 1, 1974 and known as Trust Number 501021 ("Mortgagor")
FIRST NATIONAL BANK OF SKOKIE, A National Banking Association ("Mortgagee")

WITNESSETH:

WHEREAS, Mortgagor has heretofore made, executed and delivered the following:

- A. Mortgage Note dated May 10th, 19 83 in the original principal sum of --Two Hundred Twenty Five Thousand and 00/100-- Dollars (\$ 225,000.00) made by Mortgagor to Mortgagee ("Mortgage Note");
- B. Mortgage or Trust Deed (hereinafter referred to as "Mortgage") of even date with and securing the Mortgage Note executed, acknowledged and delivered by Mortgagor to Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on May 17th, 1985 as Document Number 26 607 428 (Mortgage);

WHEREAS, the Mortgage constitutes a first lien upon certain real property situated in Cook, Illinois and legally described as follows:

THAT PART OF LOT 3 TO SUPERIOR COURT OF LOTS 6 AND 8 IN COUNTY CLERKS DIVISION IN THE WEST 1/2 OF SECTION 29 AND ALSO OF LOTS 7 AND 8 IN COUNTY CLERKS DIVISION OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTH EAST 1/4 OF SECTION 30 WITH THE CENTER LINE OF MILWAUKEE AVENUE (ILLINOIS ROUTE 21), SAID CENTER LINE BEING THE NORTHWESTERLY LINE OF SAID LOT 3, THENCE SOUTHEASTERLY ALONG SAID CENTER LINE FOR A DISTANCE OF 82.01 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 206.0 FEET TO A POINT AT THE INTERSECTION OF SAID CENTER LINE AND THE NORTH LINE OF ELIAC AVENUE SAID POINT OF INTERSECTION BEING 207.33 FEET NORTHWESTERLY OF THE MOST NORTHERLY SOUTH EAST CORNER OF SAID LOT 3, THENCE WESTERLY ALONG THE NORTH LINE OF ELIAC AVENUE PARALLEL WITH THE MOST NORTHERLY SOUTH LINE OF SAID

LOT 3, MAKING AN ANGLE TO THE RIGHT OF 125 DEGREES 55 MINUTES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 210.45 FEET TO AN IRON STAKE, THENCE NORTHWESTERLY (PARALLEL TO MILWAUKEE) FOR A DISTANCE OF 206.0 FEET TO AN IRON STAKE, THENCE EASTERLY (PARALLEL TO THE NORTH LINE OF ELIAC AVENUE) FOR A DISTANCE OF 210.45 FEET TO THE PLACE OF BEGINNING, IN NORTHFIELD TOWNSHIP, IN COOK COUNTY, ILLINOIS EXCEPTING FROM THE ABOVE DESCRIBED TRACT THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 3 TO SUPERIOR COURT PARTITION OF LOTS 6 AND 8 IN COUNTY CLERK'S DIVISION IN THE WEST 1/2 OF SECTION 29 AND ALSO OF LOTS 7 AND 8 IN COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTH EAST 1/4 OF SECTION 30, WITH THE CENTER LINE OF MILWAUKEE AVENUE, SAID CENTER LINE BEING THE NORTHWESTERLY LINE OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE FOR A DISTANCE OF 82.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 206.0 FEET TO A POINT AT THE INTERSECTION OF SAID CENTER LINE AND THE NORTH LINE OF ELIAC AVENUE; THENCE WESTERLY ALONG THE NORTH LINE OF ELIAC AVENUE TO A LINE 50 FEET SOUTHWESTERLY OF AN IRON STAKE AT RIGHT ANGLES THERE TO AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 3, THENCE NORTHWESTERLY ON SAID PARALLEL LINE A DISTANCE OF 206 FEET, THENCE EASTERLY (PARALLEL WITH THE NORTH LINE OF ELIAC AVENUE) TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART BEING NORTHWESTERLY OF A LINE 33 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID MILWAUKEE AVENUE) IN COOK COUNTY, ILLINOIS

Mortgage taxes and insurance obligations (which estimated sum may be necessary) and that in all other respects said mortgage contract shall remain in full force and effect.

Property Address: 1624 N. Milwaukee Ave, Glenview, IL 60025

P.I.N. 01-30-406-025-0000 (Hao) JS

Maturity Date: September 25, 1991

**See Rider Attached & Made Part Hereof

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The undersigned corporate trustee does hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on behalf of the Mortgagor, the trust estate and all persons beneficially interested therein and each and every person except decree or judgment creditors of the undersigned as such trustee, all in accordance with the provisions of the Illinois Statutes.

Except as herein expressly modified, all of the terms, covenants, conditions and warranties of the Mortgage Note and Mortgage shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Loan Modification Agreement effective as of the date first above written.

(SEAL)

ATTEST:
By: Florence Petella
Title: Asst. Secretary

MORTGAGOR:
FIRST NATIONAL BANK OF SKOKIE, solely as
Trustee under Trust No. 50102T and not personally
Dorothy Brauer
Assistant Vice President
MORTGAGEE:

(SEAL)

ATTEST:
BY: Florence Petella
Title: Asst. Secretary

FIRST NATIONAL BANK OF SKOKIE
BY: Norman K. Solomon, Jr.
Title: Assistant Vice President

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 DEC 17 PM 12:37

86604210

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that GEORGE J. LOGAN and FLORENCE PETELLA personally known to me to be the Assistant Vice President and Assistant Secretary of FIRST NATIONAL BANK OF SKOKIE, each of whom are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said document in their respective capacities as GEORGE J. LOGAN and FLORENCE PETELLA of FIRST NATIONAL BANK OF SKOKIE, as their free and voluntary act and as the free and voluntary act and deed of said Assistant Secretary, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 10th day of December, 1986

Commission Expires: April 26, 1989

Dorothy Brauer
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that NORMAN K. SOLOMON, JR. and FLORENCE PETELLA personally known to me to be the Assistant Vice President and Assistant Secretary of FIRST NATIONAL BANK OF SKOKIE, each of whom are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said document in their respective capacities as Assistant Vice President and Assistant Secretary of First National Bank of Skokie as their free and voluntary act and as the free and voluntary act and deed of said Assistant Secretary, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 10th day of December, 1986

Commission Expires: April 26, 1989

Dorothy Brauer
Notary Public

THIS INSTRUMENT PREPARED BY: Dorothy Brauer 8001 Lincoln Avenue Skokie, Illinois

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Commission Expires: April 26, 1989

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I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that NORMAN K. SOLOMON, JR. and FLORENCE PETELLA and Assistant Secretary of FIRST NATIONAL BANK OF SKOKIE, each of whom are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said document in their respective capacities as Assistant Vice President and Assistant Secretary of FIRST NATIONAL BANK OF SKOKIE as their free and voluntary act and as the free and voluntary act and deed of said Assistant Secretary, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

Commission Expires: April 26, 1989

GIVEN under my hand and official seal this 10th day of December, 1986

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that GEORGE J. LOGAN and FLORENCE PETELLA and Assistant Secretary of FIRST NATIONAL BANK OF SKOKIE, each of whom are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said document in their respective capacities as GEORGE J. LOGAN and FLORENCE PETELLA of FIRST NATIONAL BANK OF SKOKIE, as their free and voluntary act and as the free and voluntary act and deed of said Assistant Secretary, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

86604210

1986 DEC 17 PM 12:37

COOK COUNTY, ILLINOIS
FILED FOR RECORD

ATTEST: [Signature]
Title: Assistant Vice President

BY: [Signature]
FIRST NATIONAL BANK OF SKOKIE

MORTGAGEE: [Signature]
Assistant Vice President

MORTGAGOR: [Signature]
FIRST NATIONAL BANK OF SKOKIE, solely as Trustee under Trust No. 50102T and not personally

ATTEST: [Signature]
Title: [Signature]

BY: [Signature]

ATTEST: [Signature]
Title: [Signature]

BY: [Signature]

(SEAL)

(SEAL)

IN WITNESS WHEREOF, the parties have executed this Loan Modification Agreement effective as of the date first above written.
Except as herein expressly modified, all of the terms, covenants, conditions and warranties of the Mortgage Note and Mortgage shall continue to remain in full force and effect.

The undersigned corporate trustee does hereby waive any and all rights of redemption from the trust estate and all persons beneficially interested therein and each and every person except decree or judgment creditors of the undersigned as such trustee, all in accordance with the provisions of the Illinois Statutes.

86604210

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the FIRST NATIONAL BANK OF SKOKIE or any of the beneficiaries under said Trust Agreement, excepting those beneficiaries who have expressly assumed liability, by way of guarantee or otherwise, including the sequestering of any proceeds, monies or properties, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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FIRST NATIONAL BANK OF SKOKIE as Trustee
as aforesaid and not personally, but
solely to bind the Trust Estate

By: George J. Logan
Assistant Vice President

ATTEST: Florence Petella
Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT GEORGE J. LOGAN Assistant Vice President of the FIRST NATIONAL BANK OF SKOKIE AND FLORENCE PETELLA Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, 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 for the uses and purposes therein set forth, and said Assistant Secretary then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument h own free and voluntary act and as the free and voluntary act of said Bank, for uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 10th day of December
A.D. 19 86.

Looney Brewer
Notary Public

My commission expires: April 26, 1989

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