

# UNOFFICIAL COPY

MODIFICATION AGREEMENT

86031984

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THIS AGREEMENT, made this 18th day of June, 1985 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a National Banking Association ("Lender"), and LaSalle National Bank not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated December 22, 1976 and known as Trust Number 51847, "Borrower".

## WITNESSETH:

THAT WHEREAS, the "Borrower" heretofore executed a certain Construction Mortgage dated the 29th day of June, 1984 and recorded the 29th day of June, 1984 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document #27153725 and filed with the Registrar of Titles of Cook County, Illinois on July 2, 1984 as #3380118, covering the following described real estate, lying and being in the County of Cook, State of Illinois, legally described as Exhibit "A" attached hereto and made a part hereof by this reference: which said Construction Mortgage was given to secure the payment of one certain principal Installment Note executed by the Borrower for the sum of TWO MILLION AND NO/100 (\$2,000,000) DOLLARS: AND

WHEREAS, said Construction Mortgage securing said principal installment note is a valid and subsisting lien of the premises described in said Construction Mortgage, for the principal sum of TWO MILLION AND NO/100 (\$2,000,000): AND

WHEREAS, the said principal Installment Note by its terms is due and payable on the 28th day of June, 1985: AND

WHEREAS, the parties hereto have agreed upon a decrease in the total maximum amount of loan funds, and an extension of the time of payment of said Note upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually promise and agree as follows:

1. The principal balance outstanding as June 28, 1985 is \$1,700,000.
2. The total maximum amount of loan funds available under said principal Installment Note as secured by said Construction Mortgage is hereby decreased from \$2,000,000 to \$1,700,000.
3. The due date of June 28, 1985 is hereby extended to December 31, 1985.

6958957  
Dd(m)

86031984

AGREEMENT

The undersigned have agreed to the terms and conditions of the agreement set forth herein and have signed this agreement as a free and voluntary act.

WITNESSED BY:

Property of Cook County Clerk's Office

The undersigned have agreed to the terms and conditions of the agreement set forth herein and have signed this agreement as a free and voluntary act.

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And the said parties hereto further mutually agree that all the provisions, stipulations, powers and covenants in said Principal Note and in the said Construction Mortgage contained shall stand and remained unchanged and in full force and effect for and during said extended period, except only as the same are herein and hereby specifically varied or amended; and further that in the event of a failure to pay the same principal sum of ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 (\$1,700,000) DOLLARS, as herein provided, or to keep, fulfill or perform any or all of the covenants and agreements contained in said Construction Mortgage, then the whole of said principal sum shall, at the election of the holder of said principal sum shall, at once, without notice, due and payable and may be collected, together with all accrued interest thereon, in the same manner as if said extension had not been granted, anything hereinbefore contained to the contrary notwithstanding.

And it is expressly understood and agreed by and between the parties hereto that the covenants and agreements herein contained shall bind, and inure to the respective heirs, executors, administrators, legal representatives and assigns of the said parties hereto.

IN WITNESS WHEREOF, the said parties hereto have signed, sealed and delivered these presents on the day and year first above written.

~~REMAINDER OF PAGE INTENTIONALLY LEFT BLANK~~

This instrument is executed by LaSALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly and no personal liability shall be asserted or be enforceable against LaSALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

86031984

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1988.

\_\_\_\_\_  
Clerk of the Court

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1988.

\_\_\_\_\_  
Clerk of the Court

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1988.

\_\_\_\_\_  
Clerk of the Court

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AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

BY: William C. Pettinella  
Vice-President

ATTEST:

[Signature]  
Assistant Secretary

LASALLE NATIONAL BANK, AS TRUSTEE, AS AFORESAID, AND NOT PERSONALLY

BY: [Signature]  
VICE-PRESIDENT

ATTEST:

[Signature]  
Assistant Secretary

CONSENT AND ACKNOWLEDGEMENT BY GUARANTOR

BY: [Signature]  
JOSEPH S. DEARIE

ATTEST:

[Signature]  
Assistant Secretary

This Instrument Prepared By: Mail To:

Leah Thomas  
American National Bank & Trust  
33 N. LaSalle Street  
Chicago, IL 60690

301560-CA -D2

COMMON ADDRESS

x  
2011-2159 Hastings  
Chicago, IL

Tax ID #'s

- 17 19 113 048
- 17 19 113 049
- 17 19 114 051
- 17 19 114 052
- 17 19 115 001

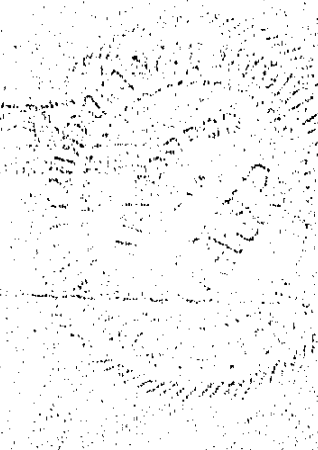
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STATE OF ILLINOIS

1988

County of Cook

IN SENATE,  
January 11, 1988.  
REPORT  
OF THE  
COMMISSIONERS OF THE  
STATE BOARD OF EDUCATION  
ON THE  
ANNUAL REPORT FOR THE YEAR  
1987.  
PUBLISHED BY THE  
STATE BOARD OF EDUCATION,  
100 SOUTH LAUREL STREET,  
SPRINGFIELD, ILLINOIS 62762.

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STATE OF ILLINOIS



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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, APHRODITE PAPAJOHAN, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that JOSEPH W. LANG VICE PRESIDENT, a ~~Trust Officer~~ of LaSalle National Bank, and Rita Slimm Welter, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Trust Officer~~ and person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as free and voluntary act and as free and voluntary act of said Company, as Trustee and aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that she, as custodian of the corporate seal of said company, did affix the corporate seal of said company to said instrument as her own free and voluntary act and as the free and voluntary act of said company as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27<sup>th</sup> day of June, 1985.

Aphrodite Papajohan  
Notary Public

My commission expires:

8-30-87

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GNR R

AUG 6 1 15 PM '85

3453124

REGISTRAR OF DEEDS

good inside

# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Signature]

Property of Cook County Clerk's Office

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\_\_\_\_\_  
[Signature]

## UNOFFICIAL COPY

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EXHIBIT A

TO  
CONSTRUCTION MORTGAGE

The Land

## PARCEL 1:

A TRACT OF LAND DESCRIBED AS FOLLOWS:

LOTS 1 TO 6, BOTH INCLUSIVE, IN EMMA WELLS SUBDIVISION OF LOTS 73, 74 AND 75; LOTS 54 TO 72, BOTH INCLUSIVE, AND LOTS 76 TO 91 BOTH INCLUSIVE: THE VACATED EAST AND WEST ALLEY (VACATED AS PER DOCUMENT NUMBER 7373347) LYING SOUTH OF THE SOUTH LINE OF LOTS 54 TO 72, BOTH INCLUSIVE; AND VACATED WEST 14TH STREET (VACATED AS PER DOCUMENT NUMBER 7373347) LYING BETWEEN SOUTH LEAVITT AVENUE, VACATED, AND THE WEST LINE OF LOT 89 EXTENDED SOUTH 66 FEET: EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING SOUTH AND EAST OF THE FOLLOWING DESCRIBED: COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 54, 54.88 FEET EAST OF THE NORTH WEST CORNER OF LOT 56; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 38 MINUTES 18 SECONDS, MEASURED FROM WEST TO SOUTH, WITH THE SAID NORTH LINE OF LOTS 54 TO 56 A DISTANCE OF 200.70 FEET; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 36 MINUTES 46 SECONDS MEASURED FROM SOUTH TO WEST, WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 12.68 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 9 DEGREES 15 MINUTES 12 SECONDS MEASURED FROM WEST TO NORTH WEST, WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 42.09 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 89; THENCE SOUTH ALONG THE WEST LINE AND THE SOUTHERLY EXTENSION OF SAID WEST LINE OF LOT 89, A DISTANCE OF 135.85 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF VACATED WEST 14TH STREET; ALSO: LOTS 1 TO 48 BOTH INCLUSIVE, (EXCEPT THE SOUTH 60 FEET OF LOTS 44 TO 48, BOTH INCLUSIVE,): ALL IN THE SUBDIVISION OF BLOCK 11 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL THAT PART OF THE EAST 1/2 OF SOUTH LEAVITT STREET VACATED EAST OF AND ADJOINING THE EAST LINE OF BLOCK 10 AND THE EAST LINE OF SAID BLOCK 10 PRODUCED SOUTH 66 FEET AND WEST OF AND ADJOINING THE WEST LINE OF BLOCK 11 AND THE WEST LINE OF SAID BLOCK 11 PRODUCED SOUTH 66 FEET IN THE SUBDIVISION OF SECTION 19, AFORESAID, LYING SOUTH OF THE NORTH LINE OF LOT 72 IN THE SUBDIVISION OF SAID BLOCK 11 PRODUCED WEST 66 FEET AND NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE SOUTH LINE OF WEST 14TH STREET VACATED 50 FEET EASTERLY OF THE EAST LINE OF SOUTH LEAVITT STREET, VACATED; THENCE BY A CURVE, CONVEXED TO THE SOUTH HAVING A RADIUS OF 1910 FEET TO A POINT IN THE CENTER LINE OF SOUTH LEAVITT STREET VACATED 2.5 FEET NORTHERLY FROM THE SOUTH LINE OF SAID WEST 14TH STREET VACATED ALL IN COOK COUNTY, ILLINOIS

ALSO

## PARCEL 2:

THE SOUTH 60 FEET OF LOTS 44 TO 48, BOTH INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11 IN THE SUBDIVISION OF SECTION 19 AFORESAID, IN COOK COUNTY, ILLINOIS

ALSO

## PARCEL 3:

LOTS 25, 26, 27, 46, 47, 48; LOT 45 (EXCEPT THE WEST 9.98 FEET THEREOF); LOT 28 (EXCEPT THE NORTH 79.73 FEET AND EXCEPT THE WEST 9.98 FEET THEREOF), TOGETHER WITH THE NORTH 79.73 FEET OF SAID LOT 28 (EXCEPT THE WEST 9.00 FEET THEREOF); ALSO THE EAST AND WEST ALLEY LYING BETWEEN A LINE 10 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH DAMEN AVENUE AND THE EAST LINE OF THE WEST 9.98 FEET OF LOT 45 EXTENDED NORTH 16 FEET; LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 25 TO 28, AND NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 45 TO 48, VACATED AS PER DOCUMENT NO. 7373347; ALSO THE NORTH 16.67 FEET OF THAT PART OF WEST 14TH STREET LYING BETWEEN A LINE 10 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH DAMEN AVENUE AND THE EAST LINE OF

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EXHIBIT A (cont'd)

THE WEST 9.98 FEET OF LOT 45 EXTENDING SOUTH 16.67 FEET, VACATED AS PER DOCUMENT 7373347; ALL IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO

PARCEL 4:

A PARCEL OF LAND COMPRISED OF THE WEST 9.00 FEET OF THE NORTH 79.73 FEET OF LOT 28, TOGETHER WITH THE WEST 9.98 FEET OF SAID LOT 28 (EXCEPT THE NORTH 79.73 FEET THEREOF); LOTS 29 TO 44 BOTH INCLUSIVE, AND THE WEST 9.98 FEET OF LOT 45; ALL IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; LOTS 25 TO 48 BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12; LOTS 49 TO 56 BOTH INCLUSIVE, AND LOTS 89 TO 93 BOTH INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11; LOTS 1 TO 6 BOTH INCLUSIVE, IN THE SUBDIVISION OF LOTS 94, 95 AND 96 IN THE SUBDIVISION OF BLOCK 11; VACATED SOUTH HOYNE AVENUE (VACATED AS PER DOCUMENT NUMBER 7373347); THAT PART OF THE VACATED 16 FOOT EAST AND WEST ALLEY (VACATED AS PER DOCUMENT NUMBER 7373347) LYING EAST OF THE WEST LINE OF LOT 89 EXTENDED NORTH AND WEST OF THE EAST LINE OF THE WEST 9.98 FEET OF LOT 45, AFORESAID, EXTENDED NORTH; THAT PART OF VACATED WEST 14TH STREET (EXCEPT THE EAST 10 FEET THEREOF) (VACATED AS PER DOCUMENT NUMBER 7373347) LYING EAST OF THE WEST LINE OF SAID LOT 89 EXTENDED SOUTH TO THE SOUTH LINE OF SAID VACATED STREET AND LYING WEST OF THE WEST LINE OF SOUTH DAMEN AVENUE (EXCEPT THE NORTH 16.67 FEET THEREOF LYING EAST OF THE EAST LINE OF THE WEST 9.98 FEET OF LOT 45 AFORESAID, EXTENDED SOUTH); ALL IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND THAT PART THEREOF LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 54, 54.88 FEET OF THE NORTH WEST CORNER OF SAID LOT 56; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 58 MINUTES 18 SECONDS (MEASURED FROM WEST TO SOUTH) WITH THE SAID NORTH LINE OF LOTS 54 TO 56, A DISTANCE OF 200.70 FEET; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 36 MINUTES 46 SECONDS (MEASURED FROM SOUTH TO WEST) WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 12.65 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 9 DEGREES 15 MINUTES 12 SECONDS (MEASURED FROM WEST TO NORTH WEST) WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 42.08 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 89; LOTS 1 TO 24 BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; LOTS 1 TO 24 BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12; THE VACATED 16 FOOT ALLEY (VACATED AS PER DOCUMENT NUMBER 19169599) IN THE NORTH 1/2 OF BLOCK 12; AFORESAID; ALL IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO:

THE SOUTH 60 FEET OF LOTS 44 TO 48, BOTH INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11 IN THE SUBDIVISION OF COOK COUNTY, ILLINOIS; ALL IN COOK COUNTY, ILLINOIS.

86031984

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(B'anos) A TTHIMXE

(Mail to:  
Leak Thomas  
Americap NB  
33 N. La Salle  
Chicago, IL 60690)

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