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NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is made as of the 31st day of January, 1986, by and among MARINA BANK, an Illinois Banking Corporation ("Lender"), BANK OF RAVENSWOOD, an Illinois Banking Corporation, not personally but solely as Trustee under the provisions of a Trust Agreement dated April 15, 1985 and known as Trust No. 25-7077 (the "Trust"), ANDREW LIND & ASSOCIATES, INC., an Illinois Corporation ("Associates") and ANDREW M. LIND ("Lind") (the Trust, Associates and Lind are collectively referred to as the "Maker").

RECITALS

- A. Lender is the holder of a certain Mortgage Note (the "Note") dated October 18, 1985, in the original principal sum of Two Hundred Twenty Thousand and No/100 Dollars (\$220,000.00) executed by Maker and payable to Lender. The due date for payment of the principal balance was January 31, 1986.
- B. The Note is secured in part by a Security Agreement (Interest in Trust) (the "Security Agreement") dated October 18, 1985, executed by Lind in favor of Lender.
- C. The Note is further secured by a certain Mortgage and Security Agreement dated as of October 18, 1985, under which Trustee has mortgaged to Lender the real estate legally described in Exhibit A attached to this Agreement.
- D. The Note is further secured by another Mortgage and Security Agreement, dated as of October 18, 1985, under which Associates has mortgaged to Lender the real estate legally described in Exhibit B attached to this Agreement.
- E. The Note is further secured by another Mortgage and Security Agreement, dated as of October 18, 1985, under which Lind has mortgaged to Lender the real estate

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legally described in Exhibit C attached to this Agreement. (The Mortgage and Security Agreements referred to in paragraphs C, D and E of this Agreement are hereinafter collectively referred to as the "Mortgages.")

F. Maker has requested that Lender extend the due date for the Note to May 1, 1986.

CLAUSES

1. Due Date. Payment of the entire outstanding principal indebtedness of the Note, including all advances, together with all accrued but unpaid interest, shall be due and payable on May 1, 1986.

2. Full Force and Effect. Except as expressly modified in this Agreement, the Note, the Mortgages, the Security Agreement and all other loan documents in connection with the loan shall remain in full force and effect.

3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

4. Exculpation of Trustee. This Agreement is executed by Bank of Ravenswood ("Bank") as Trustee under the above described Trust Agreement, and not by it individually, and any claims against the Trustee which may result from signing this Agreement shall be payable only out of the trust property. It is expressly understood and agreed by and between the parties, anything in this Agreement to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements of the Bank, as Trustee pursuant to the Trust Agreement, and each and every one of them are not made and not intended as individual or personal warranties, indemnities, representations, covenants, undertakings and

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agreements by the Trustee for the purpose or with the intention of binding the Trustee or of any of its officers, employees or agents individually or personally but are made and intended for the purpose of binding only the trust property and are executed and delivered by the Trustee not in its own right but solely in the exercise of the powers conferred upon it as such Trustee under the Trust Agreement which is made a part of this Agreement; and that no individual or personal responsibility or individual or personal liability is assumed by nor shall at anytime be asserted or enforced against the bank or any of its officers, employees or agents or under the Trust Agreement, on account of this Agreement or on account of any warranty, indemnity, representation, covenant, undertaking or agreement.

The parties have executed Agreement as of the date set forth above.

ATTEST:

By: *Mike D. Rob...*
Its: *Asst. Secretary*

MARINA BANK

By: *John R. ...*
Its: *VICE PRESIDENT*

ATTEST:

By: *Cecil ...*
Its: *...*

BANK OF FAVENSWOOD not personally but solely as Trustee as described above

Attest
By: *...*
Its: *LAND TRUST OFFICER*

ATTEST:

By: *A. M. Lind*
Its: *Secretary*

ANDREW LIND & ASSOCIATES

By: *A. M. Lind*
Its: *President*

A. M. Lind
ANDREW M. LIND

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EXHIBIT A

LOT 14 IN BUCKINGHAM'S SUBDIVISION OF THE NORTH EAST 1/4 OF BLOCK
6 IN CANAL TRUSTEES' SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH,
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS;

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EXHIBIT B 107343

THE SOUTH 25 FEET OF THE EAST 125 FEET OF THAT PART OF LOT 6 LYING WEST OF LANE PLACE IN KUHN'S SUBDIVISION OF BLOCK 31 IN CANAL TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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EXHIBIT C

UNIT 18A AND UNIT P12 IN 2144 LINCOLN PARK WEST CONDOMINIUM AS
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1 AND 2 AND THE VACATED ALLEY NORTH OF AND ADJOINING SAID LOT
1 IN COUNTY CLERK'S DIVISION OF LOTS 47 TO 50 INCLUSIVE AND
VACATED ALLEY WEST OF AND ADJOINING THE SAME IN ROBINSON'S
SUBDIVISION OF BLOCK 19 AND CANAL TRUSTEE'S SUBDIVISION OF PART OF
SECTION 3, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF
CONDOMINIUM RECORDED AS DOCUMENT 25863673 TOGETHER WITH ITS
UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

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