

UNOFFICIAL COPY

87656882

MJH02513D
11/03/87

NOTE, LOAN AGREEMENT AND MORTGAGE MODIFICATION AGREEMENT

THIS NOTE, 'LOAN AGREEMENT AND MORTGAGE MODIFICATION AGREEMENT, made as of this 23rd day of November, 1987, is by and between LaSalle National Bank, not personally but as Trustee under a Trust Agreement dated September 5, 1986, and known as Trust Number 111528 ("Mortgagor"), Richard M. Holtzman and Charles Hoover, Jr. sole beneficiaries of Mortgagor (collectively, "Beneficiary") (Trustee and Beneficiary are herein referred to collectively as "Borrower") and The Exchange National Bank of Chicago ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Borrower executed and delivered to Mortgagee that certain Promissory Note dated October 9, 1986 in the stated principal sum of \$832,500.00 (the "Note") and loan agreement dated October 9, 1986 (the "Loan Agreement"),

WHEREAS, the Note is secured by a certain mortgage and Security Agreement with Assignment of Rents executed by Mortgagor dated as of October 9, 1986 (the "Mortgage") covering the real estate legally described on Exhibit A attached hereto, which Mortgage was recorded on October 10, 1986 with the Recorder of

This instrument was prepared by
and should be returned to:

Madelynn J. Hausman
Miller, Shakman, Nathan & Hamilton
208 S. LaSalle Street, Suite 1200
Chicago, Illinois 60604
(312) 263-3700

Permanent Index No.
14-17-117-006

Address of Property:
4521 North Malden St.
Chicago, Illinois

87656882

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3 7 5 1 5 3 3 2

Deeds of Cook County, Illinois, as Document No. 86469669, an Assignment of Leases and Rents executed by Mortgagor (the "Assignment") dated as of October 9, 1986, which Assignment was recorded on October 10, 1986 with the Recorder of Deeds of Cook County, Illinois, as Document No. 86469670, a Security Agreement dated as of October 9, 1986 executed by Borrower (the "Security Agreement") and by other instruments and security documents (the Loan Agreement, Mortgage, Assignment, Security Agreement and such other instruments and security documents executed in connection with the Note are sometimes referred to herein collectively as the "Security Documents");

WHEREAS, the parties desire to extend the maturity date of the Note from October 9, 1987 to January 9, 1988 in consideration of payment to Mortgagee of an extension fee of \$2081.25; and

WHEREAS, Borrower and Mortgagee have agreed to amend the Note and Security Documents as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Mortgagee hereby agree as follows:

1. The recitals hereinabove set forth are true and correct and are hereby incorporated into this Agreement by this reference. All defined terms used herein shall have the meanings ascribed to them in the Note and Security Documents.

2. The maturity date of the Note as set forth therein and as set forth in the Security Documents shall be extended from October 9, 1987 to January 9, 1988 provided (a) Borrower is not

87656882

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 7 6 3 6 0 0 2

in default under the terms and provisions of the Note or other Security Documents and (b) Borrower pays Mortgagee a non-refundable loan extension and modification fee of \$2081.25;

3. Borrower acknowledges that no defenses, offsets or counterclaims are, as of the date hereof, available to Borrower. Borrower hereby remakes and ratifies all representations, warranties and agreements made by it in and upon the execution and delivery of the Note and other Security Documents.

4. Nothing herein contained shall impair the Note, Loan Agreement, Mortgage, Assignment, Security Agreement and other Security Documents in any way nor alter, waive, annul, vary nor affect any provision, condition or covenant herein contained except as expressly herein provided nor affect or impair any right, power or remedy of Mortgagee. It being the intention of the parties hereto that the terms and provisions of the Note, Loan Agreement, Mortgage, Assignment, Security Agreement and other Security Documents shall continue in full force and effect except as expressly modified in connection herewith.

5. The validity and interpretation of this Agreement shall be governed by the laws of the State of Illinois.

6. This Agreement shall bind and benefit the successors and assigns of the parties hereto.

7. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Agreement shall be made or claimed by Borrower, and no notice of any extension, change,

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

modification or amendment, made or claimed by Borrower shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

8. Except as herein expressly amended, the Note and other Security Documents shall continue unmodified and in full force and effect.

9. This Agreement is executed by LaSalle National Bank, 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 said 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 said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing thereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided or by action to enforce the personal liability of any guarantors of the indebtedness hereby secured or by proceeding against any other collateral security therefor.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

20250000

UNOFFICIAL COPY

IN WITNESS WHEREOF, this instrument is executed on the day
and year first above written.

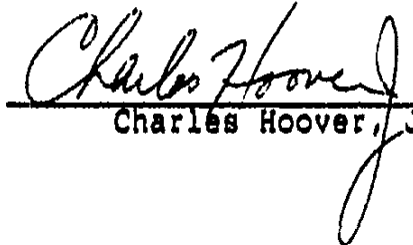
ATTEST:


Assistant Secretary


LaSalle National Bank, not
personally but solely as
Trustee as aforesaid

By: 
Its: ASSISTANT VICE PRESIDENT

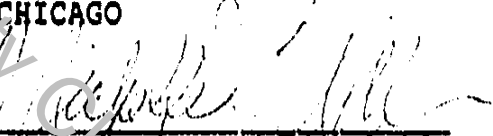

Richard M. Holtzman


Charles Hoover, Jr.

ATTEST:


ASST. VICE PRESIDENT

THE EXCHANGE NATIONAL BANK
OF CHICAGO

By: 
Its: ASST. Vice President

Property of Cook County Clerk's Office

87656882

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3 7 0 5 3 8 2

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Victoria L. Deem, a Notary Public, in and for
said County, in the State aforesaid, do hereby certify that
Richard M. Holtzman and Charles Hoover, Jr.

_____, appeared before me this day in person
and acknowledged that he signed and delivered the said instrument
as the free and voluntary act as general partner as aforesaid,
for the uses and purposes therein set forth; for the uses and
purposes therein set forth.

GIVEN, under my hand and notarial seal this 1 day of
December, 1987.

(SEAL)

" OFFICIAL SEAL "
VICTORIA L. DEEM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/11/90

Victoria L. Deem
Notary Public

My Commission Expires: 9/11/90

28895979

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3 7 6 3 0 0 2

STATE OF ILLINOIS)
) SS
COUNTY OF COOK

I, Ann Riffner, a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY

that MICHELLE
ULLMER, ASST VICE President of THE EXCHANGE NATIONAL BANK OF
CHICAGO, and COLLEEN M. ECOL, ASST VICE PRES Secretary
thereof, personally known to me to be the same persons whose
names are subscribed to the foregoing instrument as
such ASST VICE President and ASST VICE PRES 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 the
said ASSISTANT VICE PRESIDENT and ASSISTANT VICE PRESIDENT Secretary did also then
and there acknowledge that he as custodian of the corporate seal
of said Bank did affix the said corporate seal of said Bank to
said instrument as his 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 9th day of
December, 1987.

Ann Riffner
Notary Public

My commission expires:



87656882

UNOFFICIAL COPY

Property of Cook County Clerk's Office


11/11/2018

UNOFFICIAL COPY

STATE OF ILLINOIS)
) **
COUNTY OF COOK)

I, Harriet Denisewicz, a Notary Public in and for the county and state aforesaid, do hereby certify that Corinne Bek, Assistant (Vice) President of LaSalle National Bank ("Bank"), a national banking association, and Clifford Scott-Rudnick (Assistant) Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers of said corporation, respectively, appeared before me 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 the said (Assistant) Secretary of said Bank then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix such corporate seal to said instrument as his 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 10th day of December, 1987.


Harriet Denisewicz
Notary Public

My Commission Expires:



57656882

UNOFFICIAL COPY

Property of Cook County Clerk's Office

01/02/2010

UNOFFICIAL COPY

EXHIBIT A

DEPT-01 RECORDING

18111 TRAM 8636 12/11/87 16:00:00

#8307 # A # 87-656882

COOK COUNTY RECORDER

Property of Cook County Clerk's Office

Lot 113 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the West Principal Meridian, together with that part of the West 1/2 of the Northwest 1/4 of Section which lies North of the South 800 feet thereof and East of Green Bay Road, East of the Third Principal Meridian, in Cook County, Illinois.

87656882

87656882

UNOFFICIAL COPY

C/O MSH
MILLEN SHAKMAN WATMAN & HAMILTON
208 S. La Salle Street
Suite 1200
Chicago, Illinois 60604

Property of Cook County Clerk's Office

