

MODIFICATION AGREEMENT

This Modification of Installment Note, Mortgage and Security Agreement, and Assignment of Rents and Leases (hereinafter referred to as the "Modification Agreement") made this 6th day of January 1987, by Harris Bank Roselle, not personally but as Trustee under Trust Agreement dated November 14, 1986, and known as Trust Number 12556 (the "Trustee") and Dirger C. Nyborg, Lawrence J. Kendzior, and Calvin E. Koepfel (the "Beneficiaries") (Trustee and Beneficiaries hereinafter collectively referred to as "Borrower"), and USAMERIBANC/WOODFIELD (hereinafter referred to as "Lender").

12<sup>00</sup>

WITNESSETH:

Whereas, Trustee has executed and delivered to Lender that certain Installment Note dated December 4, 1986, in the amount of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00) ("Note"), which Note is secured by a Mortgage and Security Agreement ("Mortgage") of even date therewith, recorded on December 19, 1986, in the Recorder's Office of Cook County, Illinois, as Document Number 86609112 and Assignment of Rents and Leases ("Assignment") of even date therewith, recorded on December 19, 1986, in the Recorder's Office of Cook County, Illinois, as Document Number 86609113, both relating to the premises therein described as follows, to wit:

PARCEL A:

THAT PART OF LOT 2 IN CROSS CREEK, BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTH EAST CORNER OF SAID LOT 2; THENCE SOUTH 86 DEGREES, 30 MINUTES, 38 SECONDS WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 339.53 FEET; THENCE NORTH 86 DEGREES, 21 MINUTES, 38 SECONDS WEST, A DISTANCE OF 449.13 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 86 DEGREES, 30 MINUTES, 38 SECONDS EAST, A DISTANCE OF 359.53 FEET TO THE NORTH EAST CORNER OF SAID LOT 2; THENCE SOUTH 0 DEGREES, 11 MINUTES, 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 449.97 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

Permanent Tax ID No. 07-35-400-009-0000; 07-35-400-010-0000;  
07-35-400-011-0000; 07-35-400-021-0000;  
07-35-400-035-0000

Address: 975 East Nerge Road, Roselle, Illinois

Whereas, Trustee and Lender 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, Trustee and Lender agree that the Note, Mortgage, and Assignment shall be and are hereby modified as follows:

1. It is hereby acknowledged that as of the date hereof the present principal balance due under the Note heretofore referred to is ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00).

2. That the original amount of the Note, Mortgage, and Assignment dated December 4, 1986, of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00) is hereby increased to ONE MILLION SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,700,000.00).

3. The maturity date of December 12, 1991, as reflected in the Note and Mortgage is hereby unchanged.

PREPARED BY AND MAIL TO:

John A. Kierna, Asst. Vice President  
USAMERIBANC/WOODFIELD  
Higgins & Meacham Roads  
Schaumburg, IL 60196

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4. That commencing February 12, 1987, and on the same day of each month thereafter, Trustee shall pay monthly installments of TWO THOUSAND FORTY AND 00/100 DOLLARS (\$2,040.00) principal plus interest in arrears on the principal balance from time to time outstanding.

5. Except for the modifications stated hereinabove, the Note, Mortgage, and Assignment are not otherwise changed, modified or amended.

This Modification Agreement is executed by Trustee, 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 Trustee 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 day and year first above written.

Harris Bank Roselle,  
not personally but as Trustee

ATTEST:

By: [Signature] By: [Signature]  
Its: Trust Officer - Asst Secy Its: V. Pres

ATTEST:

USAMERIDANC/WOODFIELD

By: [Signature] By: [Signature]  
Its: SP. V.P. Its: AVP

COOK COUNTY, ILLINOIS  
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STATE OF ILLINOIS, Cook County ss:

I, Joan Tonn, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Russell C. Shockey, Vice President of HARRIS BANK ROSELLE

and Ruth L. Mayerhofer, Asst. Secretary 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 Asst Secy, 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 Asst Secy then and there acknowledged that she, as custodian of the Seal of said Bank, did affix the seal to said instrument as her 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 22nd day of January, 1987.

My Commission Expires: 5-16-87

Joan Tonn  
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 John A. Kierny, personally known to me to be the AVP of USAmeribanc/Woodfield, a Bank, and Gary A. Breidenbach, personally known to me to be the Senior VP of said Bank, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such AVP and Senior VP they signed and delivered the said instrument as AVP and Senior VP of said Bank and caused the Corporate Seal of said Bank to be affixed thereto, pursuant to authority given by the Board of Directors, of said Bank, 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 26th day of January, 1987.

My Commission Expires: May 3, 1987

Patricia K. Azus  
Notary Public

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