

UNOFFICIAL COPY

Chicago, Illinois 60606  
Suite 400  
100 South Wacker Drive  
First Interstate Mortgage Company of Illinois  
H. J. WALSHMACKER  
This Instrument Was Prepared By:

THAT for and in consideration of the sum of one Dollar (\$1.00) and other good and valuable consideration mutually paid by the parties hereto unto each other, the receipt of which by each of the parties is hereby acknowledged, and further, in consideration of the agreements, covenants, conditions and stipulations herein set forth,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

WHEREAS, it has been agreed by and between the parties hereto that the consolidated Trust Deed and Supplemental Trust Deed shall be consolidated as to both debt and lien as hereinafter set forth.

WHEREAS, Mortgage is the owner and holder of First Note and First Trust Deed, and

WHEREAS, the said additional loan of six hundred thousand and No/100 Dollars (\$600,000.00) secured by said Supplemental Trust Deed is to be repaid in the proportions and subject to the terms, provisions, agreements and stipulations set forth in said Supplemental Note evidencing said indebtedness, and

WHEREAS, Mortgage has obtained an additional loan in the amount of six hundred thousand and No/100 Dollars (\$600,000.00) from Mortgage, said additional loan evidenced by an installment Note ("Supplemental Note") dated December, 1981, in the amount of six hundred thousand and No/100 Dollars (\$600,000.00), said Supplemental Note secured by Trust Deed from Mortgage to Chicago Title and Trust Company, as Trustee, conveying the premises hereinabove described, and recorded with the Recorder of Deeds in and for Cook County, Illinois on 10-27-81, 1981 as Document No. 25136259, and

WHEREAS, the above described Trust Deed, hereinafter referred to as "First Trust Deed" secures the payment of an installment Note, also executed by Mortgage and dated September 7, 1979 in the amount of one million two hundred thousand and No/100 Dollars (\$1,200,000.00) ("First Note"), and

and

I. D. No. 05-32-307-034  
111 Skokie Boulevard  
Wilmette, Illinois

Lot 1 in Weinstein Brother's Subdivision of part of Lots 31 and 32 in County Clerk's Division of Section 32, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

WHEREAS, by Trust Deed dated September 7, 1979 and recorded in the office of the Recorder of Deeds in and for Cook County, Illinois on September 7, 1979 as Document No. 25136259 and re-recorded as Document No. 2516941, Mortgage conveyed the following described premises to Chicago Title and Trust Company, as Trustee, to-wit:

WITNESSETH:

THIS AGREEMENT, made as of this 6th day of December, 1988, by and between LA SALLE NATIONAL BANK, a National Banking Association, not personally, but as Trustee under Trust Agreement dated October 20, 1960 and known as Trust No. 24972, hereinafter, with its successors or assigns, referred to as "Mortgagee", and COUNTRY LIFE INSURANCE COMPANY, an Illinois corporation, hereinafter, with its successors or assigns, referred to as "Mortgagee",

MODIFICATION AND CONSOLIDATION AGREEMENT

\$16.00

88598661

199858861

7192070 D3

# UNOFFICIAL COPY

88598661

This instrument is executed by LA SALBE NATIONAL BANK, not personally, but as trustee under the terms of the Trust Agreement dated October 20, 1960, and known as Trust No. 24972, solely 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 or contained in the Note additionally secured hereby, or other loan documents, shall be construed as creating any personal liability on the undersigned or its agents, employees, nor any person or entity interested beneficially or otherwise in said Trust Agreement to pay the Note or any interest that may accrue thereon or any indebtedness accruing hereunder or to perform any of the conditions herein contained, all such personal liability being expressly waived by assignee and its successors and assigns, and that so far as the

SIXTH: All of the terms, covenants, conditions and agreements hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

FIFTH: Except as herein specifically modified and amended, all of the terms, covenants, conditions and agreements of the Note and Supplemental Note and First Trust Deed and Supplemental Trust Deed shall remain in full force and effect.

FOURTH: That the first Trust Deed and Supplemental Trust Deed heretofore acting from the date hereof shall be taken to read together as one instrument, and upon any default being made in the payment of the principal and interest, or any installment thereof due under first Note or Supplemental Note or any of them, or in the performance of any of the terms or conditions of said first Note or Supplemental Note, or in the performance of any of the terms or conditions of said first Trust Deed, the entire consolidated principal balance of the first Trust Deed, the Supplemental Trust Deed shall, at the option of the Mortgagee, become immediately due and payable and the Mortgagee shall have the right to foreclose the lien of the said Trust Deeds.

THIRD: That the said consolidated Trust Deed and Supplemental Trust Deed as hereby consolidated and merged into one debt and obligation shall heretofore acting from the date of these presents constitute, be and forever remain a first lien upon the property described, without priority of one over the other, to secure the repayment of the gross indebtedness of one million six hundred forty three thousand five hundred ninety and 1/100 dollars (\$1,643,599.41) with principal and interest payable in accordance with the terms and provisions of the first Note and Supplemental Note.

SECOND: That the Supplemental Trust Deed heretofore referred to shall be and the same is hereby merged and consolidated with the first Trust Deed heretofore recited and referred to, to the same extent and as fully as if the amount of money intended to be secured by first Trust Deed had been originally and simultaneously loaned and advanced at the time of the making, execution and delivery of the first Trust Deed, and said first Trust Deed, at the time of its execution and delivery, had been made to secure the gross sum of one million six hundred thousand and no/100 dollars (\$1,800,000.00). The Mortgagee, however, does hereby agree to repay the gross and consolidated indebtedness into the Mortgagee in accordance with the provisions of paragraph numbered THIRD of this Agreement.

FIRST: That there is at the date hereof outstanding and unpaid upon the aforementioned first Note and first Trust Deed the principal sum of one million forty three thousand five hundred ninety nine and 1/100 dollars (\$1,043,599.41).

the parties hereto, for themselves and their respective successors and assigns, do hereby covenant and agree as follows, to-wit:

UNOFFICIAL COPY

19985588

Property of Cook County Clerk's Office

88590661

1980 DEC 29 PM 4:38

COOK COUNTY, ILLINOIS

Attest:

*Norma B. Maney*  
Norma B. Maney, Secretary

Richard L. Scott, Asst. Treasurer

By:

COUNTRY LIFE INSURANCE COMPANY

Attest:

By:

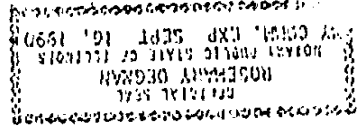
LA SALLE NATIONAL BANK, not personally,  
but as Trustee as aforesaid

IN WITNESS WHEREOF, the Mortgagor has caused its seal to be  
hereunto affixed and these presents to be signed by its  
President and attested by its Secretary, on the day  
and year first above written, and the Mortgage has caused this  
instrument to be executed in its behalf by its  
Secretary, and its corporate seal to be  
and by its Secretary, and its corporate seal to be  
hereunto affixed the day and year first above written.

undesignated and its beneficiaries and successors in trust personally  
are concerned, Assignee and its successors and assigns shall look  
solely to the premises hereby conveyed and to the income, proceeds and  
avail therefor for the payment of the Note and all sums secured  
hereby and the enforcement of the lien hereby created in the manner  
herein and by law provided.

UNOFFICIAL COPY

199986588



My commission expires:

Notary Public

GIVEN under my hand and Notarial Seal this 27th day of December 1988.

I, Rosemary Deegan, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Richard L. Scott, Ashel, Treasurer, and Norman B. Manney, Secretary of said COMPANY, and those names are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and 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 corporation, for the uses and purposes therein set forth; and the said Secretary also then and there acknowledged that he, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF McLEAN )  
SS: )

Notary Public

My commission expires:

GIVEN under my hand and Notarial Seal this day of 1988.

I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT President of LA SALLE NATIONAL BANK, not personally, but as Trustee under Trust No. 24972, and Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and 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 corporation, for the uses and purposes therein set forth; and the said Secretary also then and there acknowledged that (he) (she), as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS: )

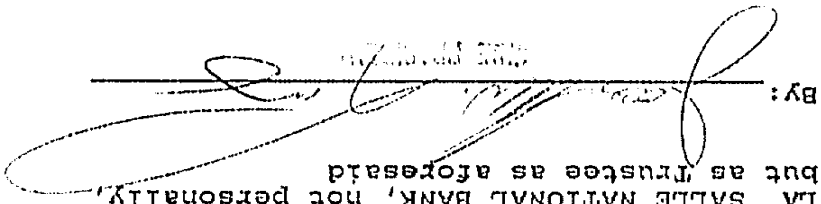
88598661

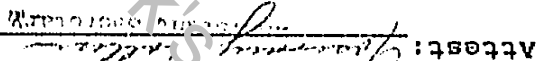
Property of Cook County Clerk's Office

undesignated and its beneficiaries and successors in trust personally are concerned, Assignee and its successors and assigns shall look solely to the premises hereby conveyed and to the income, proceeds and available thereof for the payment of the Note and all sums secured hereby and the enforcement of the lien hereby created in the manner herein and by law provided.

IN WITNESS WHEREOF, the Mortgagor has caused its seal to be hereunto affixed and these presents to be signed by its President and attested by its Secretary, on the day and year first above written, and the Mortgagee has caused this instrument to be executed in its behalf by its Secretary, and its corporate seal to be and by its Secretary, and its corporate seal to be hereunto affixed the day and year first above written.

LA SALLE NATIONAL BANK, not personally, but as Trustee as aforesaid

BY: 

Attest: 

COUNTRY LIFE INSURANCE COMPANY

BY: \_\_\_\_\_  
Attest: \_\_\_\_\_

UNOFFICIAL COPY

19986588

My commission expires:

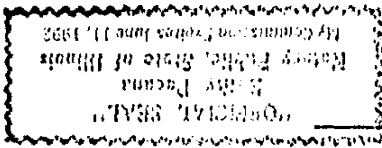
Notary Public

1988.

GIVEN under my hand and Notarial seal this day of

I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT COMPANY, and who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and purposes therein set forth; and the said Secretary, respectively, appeared did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act and purposes therein set forth.

STATE OF ILLINOIS )
COUNTY OF )
SS:



My commission expires:

Notary Public

Kathy Pannunzio

1988.

GIVEN under my hand and Notarial seal this day of

I, Kathy Pannunzio, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT NATIONAL BANK, not personally, but as Trustee under Trust No. 24972, and Honorary Co-Treasurer and Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and purposes therein set forth; and the said Secretary, respectively, appeared did also then and there acknowledge that (he) (she), as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act and purposes therein set forth.

STATE OF ILLINOIS )
COUNTY OF COOK )
SS: