UNOFFICIAL COPY

88246500



MOTE AND MORTGAGE MODIFICATION AGREEMENT

The Parties hereto, MIDWEST BANK AND TRUST COMPANY, Trustee, uit a dated 12/2/86 a/k/a Trust No. 86-12-5124 and MANN-FIELD CENTER PARTNERSHIP (hereinafter referred to as "DEBTORS") and WESTBAKK (hereinafter referred to herein as "BANK") for good and valuable consideration, the sufficiency and receipt whereof are hereby acknowledged agree as follows:

- terms of a certain Note in the original amount of \$490,000.00 dated November 5, 1987 which is due if not sooner paid on May 6, 1988.
- 2. That the Note was secured by a Mortgage dated

 AND RECORDED NOVEMBER 25, 1987 AS DOCUMENT 87631149

 Movember 6. 1987 on certain real estate commonly known as Mann
 Field Center. Bellwood, Illinois 60104 having P.I.N. 15-08-415
 000, 15-08-415-08-415-025.
- 3. That the Mortgage as set forth above on certain real estate in Bellwood, Illinois continues to evidence a lien securing the described Note upon the real estate more fully described as follows:

Parcel 1:

Lots 32, 32, 33 and 34 (Except That Part of Lots 31 and 32 Bounded and Described as Follows: Beginning at the North East Corner of Said Lot 31; thence South Along the East Line of Said Lot 31 a Distance of 115.39 Feet to the South East Corner of Said Lot 31; thence Southwesterly Along the Southerly Lines of Said Lots 31 and 32 a Distance of 30 Feet to a Point: thence Mortheasterly along a Straight Line (which when

UNOFFICIAL COPY

extended would intersect the East Line of Said Lot 31, a Distance of 30 Feet North of the South East Corner of Said Lot 31, as Measured along Said East Line of Lot 31) to a Point of Intersection with a Line Lying 10 Feet West of and Parallel with said East Line of Lot 31, thence North Along said Parallel Line to a Point of Intersection with the North Line of Said Lot 31, thence East Along Said North Line to the Point of Beginning) in Adolph Sturms Subdivision of the East 1/4 of the East 1/2 of the South East 1/4 of Section 8, Township 39 North, Range 12 East of the Third Principal Meridian, Lying North of the Center of Butterfield Road in Cook County. Illinois.

Parcel 2:

The South 1/2 of the Vacated Alley Lying North and Adjoining Lots 31, 32, 33, and 34 in Adolph Sturms Subdivision of the East 1/4 of the East 1/2 of the south East 1/4 of Section B. Township 39 North, Range 12 East of the Third Principal Meridian, Lying North of the Center of Butterfield Road in Cook County, Illinois.

- 4. That the Parties hereto and each of them agree to extend the maturity date of the celerenced Note to and including July 5. 1988, all other terms and conditions of such Note and Mortgage to remain as set forth therein, such Note and Mortgage being incorporated herein by reference.
- 5. That the Parties hereto and each of them agree that this Note and Modification Agreement may be recorded in the office of the Recorder of Deeds for the County of Cook.

Wherefore this Note and Mortgage Modification Agreement

UNOFFICIAL

has been executed by the Parties hereto and for their authorized

agents this 26/hday of May, 1988.

SEE EXCULPATORY RIDER ATTACHED TO AND

MIDWEST BANK AND TRUST MADE PART HEREOFWESTBANK

as Trustee, u/t/a dated 12/2/86

a/k/a Trust No. 86-12-5124

MANN-FIFLD CENTER PARTNERSHIP

By Bern

eral Partner

Took County Clerk's Office Warren Mose,

 ∞ 2 ರಾ

AND MOIL TO!

This instrument was prepared by

Westbank One Westbrook Corporate Center Westchester, IL 60153

3

BOX 888-TH

1.

UNOFFICIAL₂COPY

THIS RIDER IS ATTACHED TO AND MADE PART OF CERTAIN

Note & Modification	Areement	5/26/88
The Control of the Co	NY LET	

EXECUTED BY MIDWEST BANK & TRUST COMPANY, AS TRUSTEE.

U/T/A 86-12-5124

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings and agreements herein made on the part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of Midwest Bank and Trust Company, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said Midwest Bank and Trust Company, not in its' own right, but, as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against Midwest Bank and Trust Company on account of any warranties, indemnities representation, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

88246500