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AGREEMENT TO MODIFY NOTES AND MORTGAGE

THIS AGREEMENT is made as of the 1st day of January, 1988, by and among HARRIS TRUST AND SAVINGS BANK, as trustee under a Trust Agreement dated February 3, 1978 and known as Trust No. 38256 (HARRIS), W. GREGORY DOOLIN, an individual, having a mailing address at 155 Harbor Drive, Suite 3203, Chicago, IL 60601 ("Doolin"), EPCO OIL COMPANY, LTD., an Illinois corporation ("Epc") and MARK TWAIN BANK (formerly Mark Twain St. Louis Bank, N.A.), a Missouri banking corporation, having a mailing address at 620 Market Street, St. Louis, Missouri 63101 ("Mortgagee").

WHEREAS, W. Gregory Doolin ("Doolin") has executed and delivered to Mortgagee his note dated August 22, 1986 in the original principal sum of \$10,000.00 (together with any and all extensions, renewals, modifications and refinancings thereof, the "Doolin Note"); and

WHEREAS, EPCO has previously executed and delivered to Mortgagee its note dated July 12, 1985, in the original principal amount of \$60,000.00 (together with any and all renewals, extensions, modifications and refinancings thereof, the "Epc Note"); and

WHEREAS, the Epc Note was renewed by a note in the amount of \$60,000.00 dated October 18, 1985 and due and payable September 1, 1987; and

WHEREAS, Doolin has guaranteed payment of the Epc Note, as renewed, pursuant to that certain Continuing Contract Guaranty dated October 18, 1985; and

WHEREAS, Harris executed and delivered to Mortgagee as Trustee of Land Trust Number 38256 a Mortgage dated August 22, 1986 on certain property in Cook County, Illinois, as described on Exhibit A hereto (the "Mortgage") securing the Epc Note, as renewed; and

WHEREAS, the Mortgage was recorded in the Office of the Recorder for Cook County, State of Illinois, on August 29, 1986 as document number 86383936; and

This document
prepared by:

Edward J. Lieberman, Esq.
Husch, Eppenberger, Donohue,
Elson & Cornfield
100 North Broadway, Suite 1800
St. Louis, Missouri 63102

Address of Mortgagee:

Mark Twain Bank
620 Market Street
St. Louis, MO 63101

Mail To: Ms. Elisa Wang
Husch, Eppenberger, Donohue, Cornfield &
Jenkins
100 N. Broadway, Suite 1300
St. Louis, Missouri 63102

P.O. 17-10-401-005-1423
ADDRESS 155 HARBOR DR., #3203
CHICAGO, ILL. 60601

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WHEREAS, through clerical error, the Epcó Note as originally dated July 12, 1985 was described in the Mortgage as being due and payable on September 1, 1987, when in fact it was originally due and payable on August 1, 1986; and

WHEREAS, the note secured by the Mortgage should have been the Epcó Note, as renewed, dated October 18, 1985, and due and payable September 1, 1987; and

WHEREAS, reference is made to the Mortgage for a more complete description of the property encumbered by the Mortgage (the "Property") and the terms and conditions of the Mortgage; and

WHEREAS, Doolin is sole beneficiary of Land Trust Number 38256; and

WHEREAS, all of the terms and conditions of the Mortgage, the Epcó Note, as renewed, and the Doolin Note are hereby incorporated by reference as if fully set forth herein (except to the extent modified hereby); and

WHEREAS, the parties hereto wish to modify in certain respects the terms of the Mortgage, the Epcó Note, as renewed, and the Doolin Note;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the sufficiency of which is expressly acknowledged, the parties covenant and agree as follows:

1. Mortgagee and Doolin acknowledge that the outstanding principal balance of the Doolin Note is \$10,000.00.

2. The Doolin Note is hereby modified so that it is due and payable as follows: Monthly installments of interest only at the rate set forth in the Doolin Note commencing February 1, 1988 and on the like day of each month thereafter to and including January 1, 1989, whereupon the entire outstanding principal balance and any outstanding unpaid interest shall be due and payable. All payments, including prepayments, shall be applied first to interest and then to principal.

3. The Mortgage shall secure the Doolin Note.

4. Mortgagee, Epcó and Doolin acknowledge that the outstanding principal balance of the Epcó Note, as renewed, is \$34,000.00.

5. The Epcó Note, as renewed, is hereby modified so that it is due and payable as follows: Monthly installments of

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3 3 From this provision restricting any liability of Harris, Trust and Savings Bank, stamped on the reverse side hereof, is hereby expressly made a part hereof.

interest only at the rate set forth in the Epco Note, as renewed, commencing February 1, 1988 and on the like day of each month thereafter to and including January 1, 1989, whereupon the entire outstanding principal balance and any outstanding unpaid interest shall be due and payable. All payments, including prepayments, shall be applied first to interest and then to principal.

6. Nothing in this Agreement shall be deemed to or shall in any manner impair the Doolin Note, the Epco Note, as renewed, or the Mortgage, or any security granted to or held by Mortgagee for the indebtedness evidenced by the Doolin Note, the Epco Note, as renewed, the Mortgage or this Agreement. This Agreement shall not be deemed to be nor shall it constitute any alteration, waiver, annulment or variation of any of the terms and conditions of or any right, powers or remedies under the Doolin Note, the Epco Note, as renewed, or the Mortgage, except as expressly set forth herein. Except as expressly set forth herein, all of the terms and conditions of the Doolin Note, the Epco Note, as renewed, and the Mortgage shall remain unmodified and in full force and effect.

7. The terms and conditions hereof shall be binding upon the respective heirs, personal representatives, successors and assigns of Harris, Epco and Doolin and shall inure to the benefit of the successors and assigns of Mortgagee.

MARK TWAIN BANK

[SEAL]

By: [Signature]
Vice President

"Mortgagee"

[Signature]
W. Gregory Doolin, individually

"Doolin"

~~HARRIS TRUST AND SAVINGS BANK~~
~~as Trustee under Trust Number 21152 and not 110,430~~

[SEAL]

By: [Signature]
Title TRUST OFFICER

"Harris"

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Property

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Harris Trust and Savings Bank or for the purpose or with the intention of making said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein and this instrument is executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement, and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of the instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained, either expressed or implied; all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein; and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not the agent for the Beneficiary of its trust, and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

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EPCO OIL COMPANY, LTD.

{SEAL}

By: W. Gary Doolen
Title President
"EpcO"

STATE OF MISSOURI)
COUNTY) SS.
CITY OF ST. LOUIS)

On this 27 day of April, 1988, before me appeared Fredrick S. Zimmer to me personally known, who, being by me duly sworn, did say that he is a Senior Vice President of MARK TWAIN BANK, a Missouri banking corporation and acknowledged that as such Senior Vice President he signed and delivered the said instrument of writing and caused the seal of said corporation to be affixed thereto as the free act and deed of said institution.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Patricia V. Bushway
Notary Public

My Commission Expires:
May 22, 1991

PATRICIA V. BUSHWAY, NOTARY PUBLIC
State of Missouri, County of St. Louis
My Commission Expires May 22, 1991

STATE OF Illinois)
COUNTY OF Cook) SS

On this 28th day of March, 1988, before me appeared KENNETH E. ... to me personally known, who, being by me duly sworn, did say that he is the TRUST OFFICER of HARRIS TRUST AND SAVINGS BANK, Trustee under Land Trust No. 38256, dated February 3, 1978 and acknowledged that as such TRUST OFFICER he signed and delivered the said instrument of writing and cause the seal of said Bank to be affixed thereto as the free act and deed of said Bank.

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Produced Pursuant to

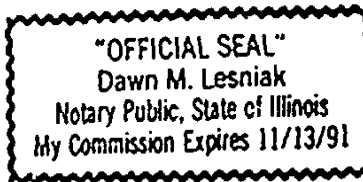
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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Dawn M. Lesniak
Notary Public

My Commission Expires:



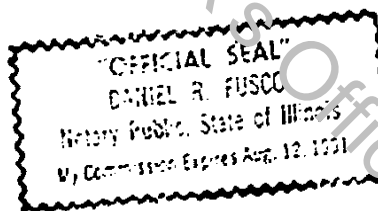
STATE OF Illinois)
CITY OF Cook) SS

On this 18th day of March, 1988, before me appeared W. GREGORY DOOLIN to me personally known, who, being by me duly sworn, did say that he is the _____ President of EPCO OIL COMPANY, LTD., an Illinois corporation and acknowledged that as such PRESIDENT he signed and delivered the said instrument of writing and cause the seal of said corporation to be affixed thereto as the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Daniel R. Fusco
Notary Public

My Commission Expires:

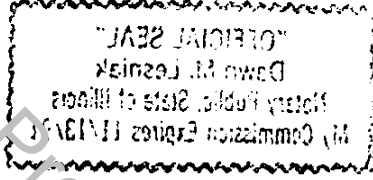


STATE OF Illinois)
CITY OF Cook) SS

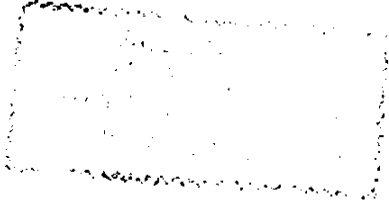
On this 18th day of March, 1988, before me appeared W. GREGORY DOOLIN to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein stated.

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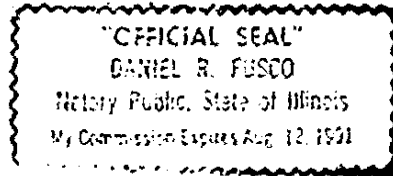
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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Daniel Fusco
Notary Public

My Commission Expires:



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8837 # D # -88-310537
COOK COUNTY RECORDER

\$19.25

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EXHIBIT A

Legal Description of Property

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Parcel 1:

Unit No. 3203 in Harbor Drive Condominium, as delineated on the survey plat of that certain parcel of real estate (hereinafter called parcel):

Lots 1 and 2 in Block 2 in Harbor Point Unit No. 1, being a Subdivision of part of the lands lying East of and adjoining that part of the Southwest fractional 1/4 of fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, included within Fort Dearborn Addition to Chicago, being the whole of the Southwest fractional 1/4 of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with all the land, property and space occupied by those parts of Bell, Caisson, Caisson Cap and Column Lots 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3-A, 3-B, 3-C, 4-A, 4-B, 4-C, 5-A, 5-B, 5-C, 6-A, 6-B, 6-C, 7-A, 7-B, 7-C, 8-A, 8-B, 8-C, 9-A, 9-B, 9-C, M-LA and MA-LA, or parts thereof, as said lots are depicted enumerated and defined on said Plat of Harbor Point Unit No. 1, falling within the boundaries, projected vertically, upward and downward of said Lot 1 in Block 2 aforesaid, and lying above the upper surface of the land, property and space to be dedicated and conveyed to the City of Chicago for utility purposes, which survey is attached to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the 155 Harbor Drive Condominium Association made by Chicago Title and Trust Company, as Trustee under Trust No. 58912 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document 22935653 as amended from time to time together with its undivided percentage interest in said parcel, excepting from said parcel all the property and space comprising all of the units thereof as defined and set forth in said Declaration, as amended as aforesaid, and survey, in Cook County, Illinois.

Parcel 2:

Easements of access for the benefit of Parcel 1 aforesaid through, over and across Lot 3 in Block 2 of said Harbor Point Unit No. 1, established pursuant to Article III of Declaration of Covenants, Conditions, Restrictions and Easements for Harbor Point Property Owners Association made by Chicago Title and Trust Company, as Trustee under Trust No. 58912 and under Trust No. 58930, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document 22935651 as amended from time to time, in Cook County, Illinois.

Parcel 3:

Easements of support for the benefit of Parcel 1 aforesaid through, over and across Lot 3 in Block 2 of said Harbor Point Unit No. 1, aforesaid and as supplemented by the provisions of Article III of Declaration of Covenants, Conditions, Restrictions and Easements for the Harbor Point Property Owners Association made by Chicago Title and Trust Company, as Trustee under Trust No. 58912 and under Trust No. 58930, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document 22935651, as amended from time to time, all in Cook County, Illinois.

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