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Mail to  
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This Instrument Prepared By:  
James R. Hannon  
1301 West 22nd Street, Suite 1012  
Oak Brook, Illinois 60521

Common Address of Property:  
3301 North Clark Street  
Chicago, Illinois

89419927

SEPT-81 RECORDING \$13.25  
(45555) TRIM 09/07/89 11:13:00  
MODIFICATION AGREEMENT #1934 # E. # 49-419927  
COOK COUNTY RECORDER

## MODIFICATION AGREEMENT

THIS INDENTURE made this 1st day of September, 1989, by and between AFFILIATED BANK/DU PAGE, a National Banking Association, which is the owner of the Mortgage hereinafter described and HARRIS TRUST AND SAVINGS BANK, T70/T 44205, who is the titleholder to the real estate hereinafter and in said Mortgage described.

### WITNESSETH:

1. The parties hereby agree to modify the terms of repayment of the indebtedness evidenced by the Mortgage Note for Three Hundred Seventy-Five Thousand and no/100 (\$375,000.00) Dollars dated March 30, 1989 which is secured by the Mortgage of even date therewith referred to and recorded on the 11th day of April, 1989, with the Recorder of Deeds of Cook County, Illinois, as Document No. 89158720 under which the Mortgagor mortgages to AFFILIATED BANK/DU PAGE a certain real estate situated in the County of Cook, State of Illinois described as follows:

See Legal Description attached hereto

2. The principal amount remaining unpaid on the indebtedness is Three Hundred Seventy-Three Thousand Five Hundred Sixty-One and no/100 (\$373,561.00) Dollars.

3. Said unpaid indebtedness of \$373,561.00 and interest on the balance of principal remaining from time to time unpaid, at the rate of 10.875 percent per annum shall be paid in installments as follows: \$3,628.00 on the 1st day of October, 1989, and \$3,628.00 on the 1st day of each month thereafter, until the said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of September, 1994. All such payments on account of the indebtedness evidenced by said note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

4. If any part of said indebtedness or interest thereon be not paid as herein provided or if default in the performance of any other covenant of the Mortgage shall continue for three (3) days, the entire principal sum remaining unpaid together with the then

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

accrued interest shall without notice, at the option of the holder of said Mortgage Note become and be due and payable, in the same manner as if said modification had not been granted.

5. The Assignment of Rents dated March 30, 1989, and recorded as Document No. 89158720 shall remain in full force and effect until the Mortgage Note hereinbefore mentioned has been paid in full.

6. This Agreement is supplementary to said Mortgage. All the provisions thereof and of the Mortgage Note including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Mortgage Note shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this Indenture on the day and year first above written.

AFFILIATED BANK/DU PAGE

HARRIS TRUST AND SAVINGS BANK  
not personally, but as Trustee  
Trust No. 44205

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

BY:   
\_\_\_\_\_  
Vice President

ATTEST: \_\_\_\_\_

ATTEST:   
\_\_\_\_\_  
ASSISTANT SECRETARY

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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 in and to 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 the law on the part of Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property situated as 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 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 this 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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## LEGAL DESCRIPTION:

PARCEL 1: That part of Lots 9 and 10 in Block 2 in Buckingham's Subdivision of Block 4 in Partition of the North 3/4 of the East 1/2 of the South East 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian lying West of a line described as follows: commencing at a point of the South line of said Lot 10, a distance of 35 feet West of the South East corner thereof, thence North parallel with the East line of said Lot 10, a distance of 17.33 feet, thence Northwesterly parallel with the Westerly line of said Lot 10, a distance of 8.15 feet thence East parallel with the South line of said Lot 10 a distance of 3.70 feet thence North parallel with the East line of said Lots 9 and 10 a distance of 60.10 feet more or less to the Northerly line of said Lot 9 in Cook County, Illinois.

PARCEL 2: Easement for the benefit of Parcel 1, created by grant dated March 19, 1953, and recorded March 30, 1953 as Document No. 15572504 for ingress and egress over that part of the Northwesterly 25 feet of Lot 9 (measured at right angles to the Northerly line of said Lot 9) lying East of a line 35 feet West of and parallel with the East line of said Lots 9 and 10, all in Cook County, Illinois.

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