

2. The principal indebtedness shall hereafter bear interest at the rate of Two percent (2%) per annum in excess of the Harris Bank Hinsdale, National Association prime rate of interest as set from time to time.

1. The Loan Documents are hereby modified effective as of the date hereof to reflect an increase in the principal indebtedness payable to Mortgagee by the sum of Four Hundred Thousand and no/100 dollars (\$400,000.00) to a total principal indebtedness of Seven Hundred Thousand and no/100 dollars (\$700,000.00).

In consideration of the foregoing, and of the mutual promises herein set forth, the parties hereto acknowledge and agree as follows:

Mortgagee is willing to loan Mortgageor additional sums on the terms and conditions hereinafter set forth.

Mortgageor has asked Mortgagee to loan Mortgageor an additional Four Hundred Thousand and no/100 dollars (\$400,000.00) to enable Mortgageor to complete the construction of certain improvements on the premises.

As additional security for the loan, Guarantors have executed and delivered to Mortgage Guarantys dated June 1, 1989, and Mortgageor has executed and delivered to Mortgagee a Commitment Letter and Security Agreement and Assignment of Interest in Land Trust (all of which together with the Note and the Mortgage are hereinafter collectively referred to as the "Loan Documents").

Pursuant to the terms of certain Loan Documents dated June 1, 1989 (the "Loan Documents"), Mortgagee has agreed to loan to Mortgageor the principal sum of Three Hundred Thousand and no/100 dollars (\$300,000.00). Mortgageor's obligation to repay said loan is evidenced by a promissory note (the "Note") dated June 1, 1989 and is secured by a mortgage (the "Mortgage") dated June 1, 1989 and filed June 20, 1989 in the Torrens Office of Cook County, Illinois, as Document No. LR3803401, recorded June 22, 1989 in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 89286577, mortgaging, granting and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in Cook County, Illinois and legally described as follows:

North 100 Feet of the East 170 Feet of Block Nine (9) in Highlands, said Highlands, being a subdivision of the North West Quarter (1/4) and the West 800 Feet of the North 144 Feet of the South West Quarter (1/4) of Section 7, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.
P.I.N. 18 07 107 002
Property Address: 100 Springdale, Hinsdale, IL 60521

This is a Loan Modification Agreement dated October 12, 1989 by and between the Harris Bank Hinsdale, National Association ("Mortgagee"); the Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated May 24, 1989 and known as Trust No. L - 2282 ("Mortgageor"); and Chatsworth Properties, Inc., Joseph Nicosia, Michael A. Lamantia and Ralph Nicosia ("Guarantors").

89504385

First American Title Order #

C-28634

(copy)

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3. Mortgagor and Guarantor hereby acknowledge and agree that the Loan Documents remain in full force and effect, except as they have been expressly modified by the terms of this Loan Modification Agreement. In all other respects, the parties hereto reconfirm and ratify the provisions of the Loan Documents.

This Loan Modification Agreement is executed by the Harris Bank Hinsdale, National Association, not personally, but as Trustee as aforesaid in the exercise of the power and authority vested in it as such Trustee; and it is expressly understood and agreed that nothing contained herein or in said Note and Mortgage shall be construed as creating any liability on the part of Harris Bank Hinsdale, National Association as Trustee or on the part of Harris Bank Hinsdale, National Association personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied contained herein, or in any of the Loan Documents, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right of security hereunder, and that so far as the Harris Bank Hinsdale, National Association as Trustee and its successors and the Harris Bank Hinsdale, National Association personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises conveyed thereby for the payment hereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided, or by action to enforce the personal liability of the Guarantor, if any.

IN WITNESS WHEREOF, the Harris Bank Hinsdale, National Association, not personally but as Trustee as aforesaid and as Mortgagor, has executed this Loan Modification Agreement this 12th day of October, 1989.

Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated May 24, 1989 and known as Trust No. L-2282, and not personally

By: *Janet Hill*
Assistant Vice President/Land Trust Officer

Attest: *Ray M. Alene*
Vice President

IN WITNESS WHEREOF, Mortgagee has executed this Loan Modification Agreement this 12th day of October, 1989.

Harris Bank Hinsdale, National Association

By: *John J. Kovner*
Vice President

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IN WITNESS WHEREOF, Guarantors have executed this Loan Modification Agreement this 12th day of October, 1989.

Chatsworth Properties, Inc.

By: 
President

By: Michael A. LaMantia
Vice President


Joseph Nicosia

Michael A. LaMantia
Michael A. LaMantia


Ralph Nicosia

Property of Cook County Clerk's Office

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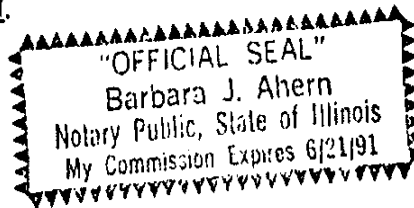
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State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Janet Hale, who is Assistant Vice President/Land Trust Officer of Harris Bank Hinsdale, National Association and Kay M. Olenc, who is Vice President of the same corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President/Land Trust Officer and Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 12th day of October, 1989.

My commission expires June 21, 1991.

Barbara J. Ahern
Notary Public

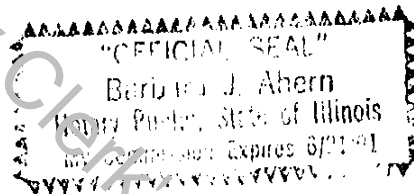


State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that John F. Kovacs, who is Vice President of Harris Bank Hinsdale, National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 12th day of October, 1989.

My commission expires June 21, 1991.

Barbara J. Ahern
Notary Public

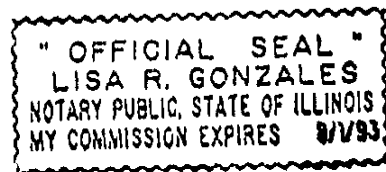


State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Joseph Nicosia, who is President of Chatsworth Properties, Inc., and Michael A. LaMantia, who is Vice President of the same corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 12th day of October, 1989.

My commission expires August 1, 1993.

Lisa R. Gonzales



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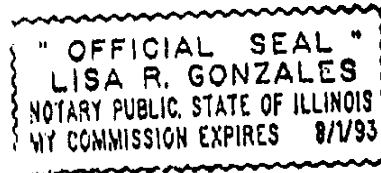
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State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Joseph Nicosia, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 12th day of October, 1989.

My commission expires August 1, 1993

Lisa R. Gonzales
Notary Public

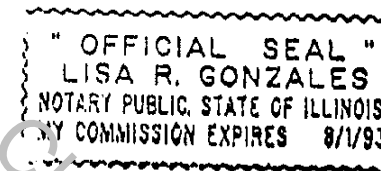


State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Michael A. LaMantia, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 12th day of October, 1989.

My commission expires August 1, 1993

Lisa R. Gonzales
Notary Public

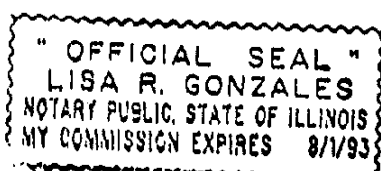


State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Ralph Nicosia, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 12th day of October, 1989.

My commission expires August 1, 1993

Lisa R. Gonzales
Notary Public



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Mail to
(this instrument was prepared by:
Maureen Hughes
HARRIS BANK Hinsdale
50 South Lincoln, Hinsdale, IL 60521



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#9382 # A # 89-504385
COOK COUNTY RECORDER

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