

UNOFFICIAL COPY

c/r/a 1036 N. La Salle, Chicago, IL

17-04-418-021

1M



The West 5 foot of the north 19 foot of Lot 6 (except that part lying between the West line of North La Salle Street and a line 14 foot West and parallel with the West line of North La Salle Street as condemned for the widening of North La Salle Street), in block 13 in Bushnell's Addition to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Paragraph 2: Easement for the benefit of Parcel 1 as created by an Agreement made by and between Metropolitan National Bank of Chicago, as Trustee under a Trust Agreement and known as Trust No. 22218 and Exchange National Bank of Chicago, as Trustee under a Trust Agreement and known as Trust No. 36481, dated November 12, 1980, and recorded November 18, 1980, in document 25669596, for ingress and egress over the following described land:

Parcel 1: The South nineteen (19) feet of the North thirty eight feet of Lot 6 (except that part lying between the West line of North La Salle Street and a line 14 foot West and parallel with the West line of North La Salle Street as condemned for the widening of North La Salle Street), in block 13 in Bushnell's Addition to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Paragraph 3: The South nineteen (19) feet of the North thirty eight feet of Lot 6 (except that part lying between the West line of North La Salle Street and a line 14 foot West and parallel with the West line of North La Salle Street as condemned for the widening of North La Salle Street), in block 13 in Bushnell's Addition to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

THIS AMENDMENT made this 23rd day of October, 1989 by and between Water Tower Bank (Lender), American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated April 22, 1988 and known as Trust No. 105207-08 (Trustee), Arthur Dick Hinar and Louise Kelly Hinkas, reference is hereby made to a \$422,000.00 loan (loan) made by Lender for the benefit of Beneficiary and Guarantors evidenced by those certain Trust Deeds and one Installment Note dated April 25, 1988 in the original amount of \$360,000.00 as amended by First Amendment to Installment Note, Deeds, and Security Agreement dated March 3, 1989 recorded March 10, 1989 as Document #59107166 and an amended again by 2ND Amendment to Installment Note, Trust Deeds, and Security Agreements dated July 24, 1989 recorded September 7, 1989 as Document #39421259, made by the Trustee of the Trust as Maker, and payable to order of Lender, payment of the Note and performance of the terms and conditions thereof is secured by the following (collectively called Security Agreements):

1) Trust Deed dated April 25, 1988, as amended, made by the Trustee of the Trust recorded with the Recorder of Deeds of Cook County, Illinois (Recorder) on May 9, 1988 as Document No. 88197276 + which Trust Deed affects the real estate legally described to wit:

THIRD AMENDMENT TO INSTALLMENT NOTE, TRUST DEEDS, AND SECURITY AGREEMENT

10/24/89

CHICAGO IL 60611

89531413

89531413

MAIL TO: C. MARTINELLI / WATER TOWER BANK / 717 N. MICHIGAN AVE /

89591413

- 1. The principal balance of the loan outstanding as of the date of this Amendment is \$422,000.00.
- 2. The final payment of principal and interest, if not sooner paid, shall be due on the 22nd day of January, 1990.
- 3. The installment Note and Security Agreements are hereby amended to this Amendment.

NOW THEREFORE, the Trustee of the Trust, the Beneficiaries, the Lender and Lender hereby agree as follows:

WHEREAS, the Trustee of the Trust, Beneficiaries and Lender have requested Lender to extend the term of the loan evidenced by the Installment Note, and Lender is agreeable to such an extension of the loan.

- a) Continuing Guarantees dated April 25, 1988 made by Leslie Kelly in favor of Lender with respect to the Trust;
- b) Continuing Guarantees dated April 25, 1988 made by Arthur Dick Minor in favor of Lender with respect to the Trust;
- c) Security Agreement (Beneficial Interest in Land Trust) dated April 25, 1988 made by Beneficiaries in favor of Lender with respect to the Trust;
- d) Continuing Guarantees dated April 25, 1988 made by Arthur Dick Minor in favor of Lender with respect to the Trust;
- e) Continuing Guarantees dated April 25, 1988 made by Leslie Kelly in favor of Lender with respect to the Trust and Beneficiary.
- f) First Amendment to Installment Note, Trust Deed, and Security Agreements dated March 3, 1989 recorded March 10, 1989, as Document No. 89107160.
- g) 2ND Amendment to Installment Note, Trust Deed, and Security Agreements dated July 24, 1989 recorded September 7, 1989, as Document #89421259.

PIN: 16-07-207-013 & 014 c/k/a 309 Linden, Oak Park, IL

Lot 23 and the south 35 feet of lot 22 in the subdivision of block 20 in James W. Scoville's subdivision of the west 1/2 of the Northeast Quarter of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

- b) Trust Deed dated April 25, 1988, as amended, made by the Trustee of the Trust, recorded with the Recorder of Deeds of Cook County, Illinois (Recorder) on May 9, 1988 as Document No. 88197277 which Trust Deed affects the real estate legally described to wit:

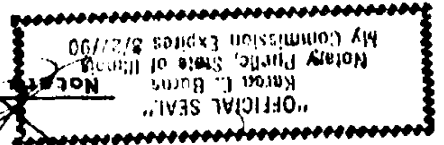
89-591413

89591413



MAIL TO: BOX 295  
Chicago, IL 60611  
Water Tower Bank  
C. Martinielli  
& mail to:

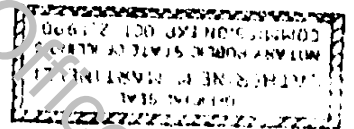
This instrument prepared by



GIVEN under my hand and Notarial Seal this NOV 29 1989 day of November, 1989.

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Robert E. Miller, the President of Water Tower Bank (the "Bank"), who is personally known to me to be the same person as subscribed to the foregoing instrument as appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth. the same persons whose names are subscribed to the foregoing instrument as appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth; and the said he, as custodian of the corporate seal, did affix the corporate seal to said instrument as his/her own free and voluntary act and as the free and voluntary act, for the uses and purposes therein set forth.

State of Illinois )  
County of Cook )



Notary Public

*Robert E. Miller*

GIVEN under my hand and Notarial Seal this 30th day of October, 1989.

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Robert E. Miller, the President of Water Tower Bank (the "Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such as appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said as custodian of the seal of the bank, did affix the seal of said bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

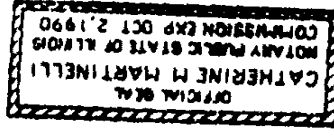
State of Illinois )  
County of Cook )

DEPT-01 RECORDING \$15.00  
143333 TRAN 3601 12/12/89 09:35:00  
43035 : C \* 89-591413  
COOK COUNTY RECORDER

Property of Clerk's

UNOFFICIAL COPY

GIVEN under my hand and Notarial Seal this day of October, 1989. I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Arthur Dick Minor and Leslie Kelly Minor are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.



State of Illinois )  
(as )  
County of Cook )

89551413

BY: [Signature]  
ATTN: [Signature]

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT SOLELY AS TRUSTEE OF CHICAGO, ILLINOIS

BY: [Signature]  
Title: [Signature]  
Arthur Dick Minor, Beneficiary & Guarantor  
Leslie Kelly Minor, Beneficiary & Guarantor

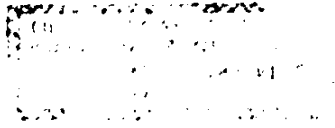
MATIN TOWER BANK

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as the day and year first above written.

4. Except as specifically provided herein, the Instrument Note, the Security Agreements and the Guarantees remain in full force and effect and are hereby ratified and confirmed in their entirety by the respective parties thereto.
5. The Beneficiary representatives and warrants and the Trustee of the Trust represent to Lender that there is no default under the Note and the Security Agreements.
6. This Amendment is executed by the Trust, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in such Trustee, and it is expressly understood and agreed that nothing in this Amendment shall be construed as creating any liability on such Trustee to personally perform and express or implied covenant, condition, or obligation under this Amendment, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Amendment, but nothing herein shall release, waive, modify, or discharge the liability and obligations of the Guarantors under the Guaranty.

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