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SECOND MODIFICATION AGREEMENT

69-03-753
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This Modification of a Trustee's Promissory Note, Trust Deed, Assignment of Rents, Assignment of Beneficial Interest and Guaranty Agreement (hereinafter referred to as the "Second Modification Agreement") made this 15th day of August, 1989 by and between NBD TRUST COMPANY OF ILLINOIS, Successor Trustee to NBD SKOKIE BANK N.A., formerly known as First National Bank of Skokie, not personally, but as Trustee under Trust Agreement dated August 24, 1972 and known as Trust Number 5931 ("Borrower"), DAN UNGER and ELDA UNGER (collectively referred to as "Beneficiary" and the "Guarantor") whose address is 6970 Wildlife Road, Malibu, California and NBD SKOKIE BANK N.A. ("Lender").

\$24.00

WHEREAS, Borrower has executed and delivered to Lender that certain Trustee's Promissory Note dated April 21, 1983 in the original principal amount of Three Hundred Sixty Thousand Dollars (\$360,000) (the "Note"), which Note is secured by a Trust Deed of even date therewith, recorded April 27, 1983 in the Recorder's Office of Cook County, Illinois as Document Number 26-583-552, relating to property legally described in Exhibit "A" hereto (the "Trust Deed"); and

WHEREAS, the Note is further secured by an Assignment of Rents (the "Assignment of Rents") of even date therewith, recorded April 27, 1983 in the Recorder's Office of Cook County, Illinois as Document Number 26-583-553, relating to property legally described in Exhibit "A" hereto; and

WHEREAS, the Note is further secured by an Assignment of the Beneficial Interest (the "Assignment of Beneficial Interest"), including the power of direction, in and to NBD SKOKIE BANK N.A. Trust Number 5931 made by Beneficiary; and

WHEREAS, the Note is jointly and severally guaranteed by DAN UNGER and ELDA UNGE pursuant to a Guaranty Agreement dated August 10, 1988 (the "Guaranty"); and

WHEREAS, the original May 15, 1982 maturity date of the Note was extended to June 30, 1989 pursuant to that certain Modification Agreement dated August 10, 1988 (the "First Modification Agreement") and recorded September 12, 1988 as Document Number 88-415-277 in the Recorder's Office of Cook County, Illinois; and

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WHEREAS, the Note, the Trust Deed, the Assignment of Rents, and the Assignment of Beneficial Interest are modified by the First Modification Agreement;

WHEREAS, the Note has matured as of June 30, 1989; and

WHEREAS, despite the maturity of the Note on June 30, 1989, Borrower paid to Lender the monetary sum of \$3,659.30 on the fifteenth day of July and August and Lender accepted such payments and applied same to the principal and interest due on the Note based upon an interest rate of eleven and one-half (11-1/2%) percent per annum and a twenty-five year amortization; and

THIS INSTRUMENT PREPARED BY
AND SHALL BE RETURNED TO:

Donna M. Shaw
Schwartz & Freeman
401 North Michigan Avenue
Suite 3400
Chicago, Illinois 60611

STREET ADDRESS:

6430-6440 North Ridgeway
Lincolnwood, Illinois

PERMANENT INDEX NUMBERS:

10-35-329-038
10-35-329-039

Box 57

WHEREAS, as of August 15, 1989, the outstanding principal balance due on the Note equalled Three Hundred Thirty-Eight Thousand and No/100 Dollars (\$338,000.00); and

WHEREAS, Borrower has requested Lender to extend the maturity date of the Note to September 10, 1990; and

WHEREAS, Lender is willing to extend the maturity date of the Note to September 10, 1990 provided the following conditions are satisfied: (1) Borrower furnishes to Lender on or before September 18, 1989 a written environmental study (the "Environmental Study") which is from a Company acceptable to Lender and which is in a form and content acceptable to Lender, of the property secured by the Trust Deed legally described in Exhibit "A" hereto showing said property to be free and clear of all Hazardous Materials, as such term is defined in the Trust Deed, as modified by the terms of the Second Modification Agreement; (2) the Trust Deed is modified to include Borrower's agreement to indemnify Lender and its successors or assigns for any and all liability incurred by Lender as a result of any damage or loss caused by and/or in connection with any Hazardous Material on the property secured by the Trust Deed and legally described in Exhibit "A" hereto and, Guarantor acknowledges its consent to such modification; (3) Borrower shall make monthly payments on the tenth day of each month beginning September 10, 1989 in the amount of \$3,721.00, which will be applied to the principal and interest due on the Note based upon an interest rate of twelve percent (12%) per annum and a two hundred forty-one (241) month amortization period; (4) Borrower's payment of the second installment of 1989 Cook County, Illinois real estate taxes, which were due on August 7, 1989, together with all accrued interest thereon and penalties, if any, on the property secured by the Trust Deed, and which is legally described in Exhibit "A" hereto; and (5) Borrower pays all of Lender's attorneys' and paralegals' fees in preparing this Second Modification Agreement, as well as all costs and expenses incurred by Lender (hereinafter, "Lender's Legal Fees and Expenses") in connection with the same, including but not limited to any recording fees, the cost of the Environmental Study and title insurance date down endorsement fees (all of the foregoing constituting "Lender's Conditions");

WHEREAS, Guarantor, who acknowledges that they will be personally benefitted if Lender extends the maturity date of the Note to September 10, 1990, subject to Lender's Conditions, Guarantor, in order to induce Lender to enter into this Second Modification Agreement, hereby acknowledges their consent to the modification of the Trust Deed to include Borrower's agreement to indemnify Lender for any and all liability incurred by Lender and/or its successors and assigns as a result of any damage or loss caused by and/or in connection with any Hazardous Material on the property secured by the Trust Deed and legally described in Exhibit "A" hereto; and

WHEREAS, Borrower, Beneficiary and Guarantor accept and consent to all of Lender's Conditions; and

WHEREAS, the parties hereto are desirous of modifying and extending the Note, Trust Deed, Assignment of Rents, Assignment of Beneficial Interest and the Guaranty; and

WHEREAS, the Borrower, Beneficiary, Guarantor and Lender have agreed to enter into this Second Modification Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Borrower, Beneficiary, and Lender hereby agree that the Note, the Trust Deed, the Assignment of Rents and the Assignment of Beneficial Interest be and are hereby modified as follows:

1. That the Note is hereby amended and extended to provide that Borrower shall pay to Lender commencing on September 10, 1989 and on the tenth day of each month thereafter the sum of \$3,721.00 which will be applied to the principal and interest due on the Note based upon an interest rate of twelve percent (12%) per annum and a two hundred forty-one (241) month amortization period. The Note is further modified to provide that Borrower shall pay the total remaining principal balance of the Note together with accrued interest on September 10, 1990.

2. That all references in the Trust Deed, Assignment of Rents and the Assignment of Beneficial Interest to the Note maturing as of June 30, 1989 are hereby amended to state said maturity date as being September 10, 1990.

3. The Trust Deed is hereby amended to include the following paragraph as Paragraph 12 of the Trust Deed:

12. First Party hereby agrees to indemnify and save Trustee or the holders of the note, its successors and assigns, harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) incurred by said Trustee or the holders of the note on account of claims or demands of every nature, kind and description for loss or damage to property, or injury to or death of every person, caused by, or connected in any manner, with the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release, from the premises or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any "Hazardous Material" (defined below), including without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superfund" law, or any other Federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material, or the construction, operation, administration or inspection of the premises, whether due in whole or in part to the negligence of the Borrower, the Trustee or the holders of the note, any contractor or contractors, subcontractor or subcontractors, or to the negligence of their respective partners, agents or employees, except for acts or willful or wanton misconduct of the Trustee or the holders of the note or of employees or agents of the Trustee and/or the holders of the note (the "Indemnified Matters"). At its own cost and expense, First Party hereby agrees to hold Trustee or the holders of the note and its employees, agents, representatives, successors or assigns (the "Indemnified Parties") harmless, as well as defend and pay all costs and expenses (including reasonable attorneys' fees) of any and all suits or other legal proceedings that may be brought or instituted against the Indemnified Parties on any Indemnified Matters, and pay and satisfy any judgment that may be rendered against the Indemnified Parties in any such

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suit or legal proceeding, or the amount of any compromise or settlement that may result therefrom, unless attributable primarily to the willful or wanton misconduct of the Indemnified Parties. For purposes hereof, "Hazardous Material" means any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous waste, substance or material. The agreements of First Party contained herein shall survive the payment in full of all of First Party's liabilities and obligations under the note, this Trust Deed and all other loan documents executed in connection with the note and any modifications thereto.

4. The first paragraph of the Guaranty shall be deleted in its entirety and replaced with the following paragraph:

FOR VALUE RECEIVED and in consideration of NBD SKOKIE BANK N.A., ("Lender") executing that certain Modification Agreement of even date herewith (the "First Modification Agreement") with NBD SKOKIE BANK N.A., formerly known as First National Bank of Skokie, not individually but as Trustee under a Trust Agreement dated August 24, 1972 and known as Trust No. 5931 (hereafter referred to as "Borrower"), and Guarantor as hereafter defined, in connection with that certain note of Borrower dated April 21, 1983, in the original principal amount of Three Hundred Sixty Thousand and No/100 (\$360,000.00) Dollars (the "Note") made payable to Lender, the undersigned DAN UNGER and ELDA UNGER whose address is 6970 Wildlife Road, Malibu, California (hereinafter collectively referred to as "Guarantor"), hereby unconditionally, irrevocably, and joint and severally, guaranty the full and prompt payment to Lender when due or declared due, whether at maturity or earlier by reason of acceleration or otherwise, and at all times thereafter, of all amounts due or to become due under the Note (including, without limitation, principal and interest), as modified by the First Modification Agreement and further modified by that certain Second Modification Agreement dated August 15, 1989 executed by and between Lender, Borrower and Guarantor (the "Second Modification Agreement"), as well as the performance of all of Borrower's covenants and agreements contained in that certain Trust Deed dated April 21, 1983, executed by Borrower mortgaging to Lender that certain parcel of real estate and all improvements thereon commonly known as 6430-6440 North Ridgeway, Lincolnwood, Illinois, as modified by the First Modification Agreement and the Second Modification Agreement, and any and all renewals, extensions and rearrangements of all or any part of the indebtedness, obligations and liabilities hereinabove described (all of the foregoing are hereinafter referred to as "the Liabilities"). In addition to the Liabilities,

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Guarantor further agrees to pay all costs, reasonable attorneys' and paralegals' fees and expenses, and other expenses paid or incurred in attempting to collect all or any portion of the Liabilities from, or in prosecuting any action against the Borrower or Guarantor.

5. Except for the modifications stated herein, the Note, the Trust Deed, the Assignment of Rents and the Assignment of Beneficial Interest are not otherwise changed, modified or amended.

THIS MODIFICATION is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by NBD Trust Company of Illinois, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against NBD Trust Company of Illinois, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein, either express or implied, all such personal liability, if any, being hereby expressly waived and released by Lender, and by all persons claiming by or through or under said parties and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

Dan Unger
DAN UNGER

Elida Unger
ELDA UNGER

ATTEST:
By: [Signature]
Its: ASSISTANT SECRETARY

NBD SKOKIE BANK N.A.
By: [Signature]
Its: [Signature]

NBD TRUST COMPANY OF ILLINOIS,
Successor Trustee to NBD SKOKIE
BANK N.A., not personally but
solely as Trustee under a Trust
Agreement dated August 24, 1972
and known as Trust No. 5931.

ATTEST:
By: [Signature]
Its: SECRETARY

By: [Signature]
Its: ASSISTANT VICE PRESIDENT AND TRUST OFFICER

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EXHIBIT A

LEGAL DESCRIPTION OF THE MORTGAGED PROPERTY

Lots 5 to 9 both inclusive in Lincoln Devon Subdivision of Lot 11 in John Proesel Estate Partition, a Subdivision of the South 1/2 of the South West 1/4 (except Railroad Right of Way) in Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Street Address: 6430 - 6440 North Ridgeway
Lincolnwood, Illinois

Permanent Index Numbers: 10-35-329-038
10-35-329-039

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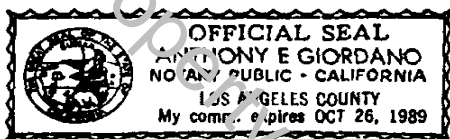
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STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS.

I, Anthony E. Giordano, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that DAN UNGER and ELDA UNGER, husband and wife, personally known to me, whose names are subscribed to the within instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument and executed same as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8 day of September, 1989.



Anthony E. Giordano
Notary Public
SEAL

My Commission Expires:

Oct. 26, 1989

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Patricia M. Palmsiano, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Frederick E. Thompson, of NBD SKOKIE BANK N.A., and Norman K. Solomon, Jr., of said Bank, who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice-President and ASSISTANT SECRETARY respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own 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 Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate 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.

GIVEN under my hand and Notarial Seal this 12th day of SEPTEMBER, 1989.

Patricia M. Palmsiano
Notary Public

My Commission Expires:

My Commission Expires Dec. 12, 1988

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