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## SUPPLEMENT AND EXTENSION TO TRUST DEED

### AND PROMISSORY NOTE

**\$18.00**

71-21-715-22

This Supplement and Extension to Trust Deed and Promissory Note entered into this 27th day of December, 1988, by and between MIDTOWN BANK AND TRUST COMPANY, as Trustee under a written Trust Agreement dated December 19, 1986, and known as Trust Number 1474 (hereinafter referred to as MIDTOWN) and LASALLE NORTHWEST NATIONAL BANK formerly known as Northwest National Bank of Chicago (hereinafter referred to as "Mortgagee"), as Trustee under the Trust Deed dated December 30, 1987.

### W I T N E S S E T H:

WHEREAS, MIDTOWN is a party to an Installment Note dated December 30, 1987 in the principal amount of \$1,500,000.00 (the "Promissory Note") in favor of LASALLE NORTHWEST NATIONAL BANK formerly Northwest National Bank of Chicago (the "Bank"), which Installment Note is secured by the Trust Deed dated December 30, 1987 (the "Trust Deed") which was recorded on December 31, 1987, as Document Number 87684360 and re-recorded as Document Number 88151837 in the County of Cook, State of Illinois; and

WHEREAS, as additional security for the indebtedness evidenced by the Installment Note, MIDTOWN executed an Assignment of Rents dated December 30, 1987 which was recorded as Document Number 87684361 in the County of Cook, State of Illinois; and

WHEREAS, the principal amount of \$622,915.90 remains unpaid as of the date hereof on the Installment Note; and

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WHEREAS, Trustee has agreed to supplement and extend the aforementioned Trust Deed and Promissory Note on the terms and conditions as set forth therein; and

WHEREAS, MIDTOWN recognizes and affirms that the lien of the aforesaid mortgage held by Trustee is a valid and subsisting lien on the real property located in Cook County, State of Illinois described in Exhibit "A" attached hereto and incorporated by reference herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and upon the expressed condition that the lien of the Trust Deed and the Promissory Note held by LaSalle Northwest is a valid and subsisting lien on the premises described in Exhibit "A" and on the further condition that the execution of this Supplement and Extension of the Trust Deed and Installment Note will not impair the lien of said Trust Deed and that it is understood that upon a breach of said conditions or either of them, that this Agreement will not take effect and shall be void.

IT IS HEREBY AGREED as follows:

1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.

2. MIDTOWN hereby covenants, promises and agrees to perform each and all of the covenants, agreement and obligations contained in the Trust Deed and Promissory Note to be performed by MIDTOWN therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Trust Deed.

3. It is further agreed, however, that the Trust Deed and Promissory Note on which there is an outstanding balance of \$622,915.90 and which is due currently to be paid in full no later than January 1, 1989 shall be extended and shall mature on July 1, 1989. Said note will bear interest from the date hereof at the "Base Rate" plus one and one-half percent (1.50%) per annum on that part, or any part thereof, of the outstanding principal which has not been paid beginning on the date that principal is initially disbursed hereunder, and continuing until the full

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amount of principal has been paid. The term "Base Rate" as used herein shall mean the rate of interest announced or published publicly from time to time by LaSalle Northwest National Bank formerly Northwest National Bank of Chicago as its Base Rate. Interest only shall be due and payable monthly on the 1st day of the month commencing February 1, 1989 with a final payment of all unpaid principal and interest due and payable on the 1st day of July 1989.

All payments shall be made in lawful money of the United States at the offices of LASALLE NORTHWEST NATIONAL BANK, 4747 West Irving Park Road, Chicago, Illinois 60641, or such other place that the holder may from time to time in writing elect.

4. Said Trust Deed and Promissory Note as hereby supplemented and extended is subject to all the provisions contained in said Trust Deed and Promissory Note and MIDTOWN specifically agrees, recognizes, and affirms that the Trust Deed and Promissory Note are supplemented and extended to secure the performance of all those covenants, agreements, and conditions contained in all the instruments pertaining to the repayment of the Promissory Note.

5. MIDTOWN agrees that if a default is made in the payment of any principal or interest in the Promissory Note as supplemented and extended when due or if there shall be any other breach or default of the terms, conditions and covenants of the Trust Deed or Promissory Note, then the entire principal balance, together with all accrued interest shall at the option of the Bank, as holder of Promissory Note, become due and payable immediately without further notice.

6. All the real property described in the Trust Deed shall remain in all respects subject to the lien, charge and encumbrance of the Trust Deed and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance of the conveyance affected by the Trust Deed except as expressly provided herein.

7. The word "Promissory Note" as used herein shall be construed to mean the

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Promissory Note and the Promissory Note as extended, supplemented and modified herein or by any other instrument evidencing the indebtedness referred to herein.

8. The original signed copy of this Supplement and Extension shall be duly recorded with the Recorder of Deeds of Cook County, Illinois. This Supplement and Extension together with the original Trust Deed and Promissory Note shall constitute the terms and conditions of the Trust Deed and Promissory Note and be binding upon MIDTOWN and its successors and assigns.

This Supplement and Extension to Trust Deed and Promissory Note is executed by MIDTOWN BANK AND TRUST COMPANY, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such trustee and MIDTOWN BANK AND TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing contained herein or in the Trust Deed or this Supplement and Extension to Trust Deed and Promissory Note shall be construed as creating any liability on said MIDTOWN BANK AND TRUST COMPANY personally, to pay the Promissory Note, as hereby supplemented and extended, or any interest that may accrue thereon or any indebtedness accruing hereunder or to perform any covenant, either express or implied herein contained; all such liability, if any, being expressly waived by the Bank and by every person now or hereafter claiming any right or securing hereunder and that so far as said MIDTOWN BANK AND TRUST COMPANY, personally, is concerned, the legal holder or holders hereof shall look solely to the premises conveyed pursuant to the above-described Trust Deed by the enforcement of the lien thereby created or by action to enforce the personal liability of any guarantor hereof.

IN WITNESS WHEREOF, MIDTOWN BANK AND TRUST COMPANY has caused these presents to

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be executed as of the day and year first written above.

This instrument is a copy of the original instrument executed by Midtown Bank & Trust Co. of Chicago not  
performed, but a copy of the original instrument. All the covenants and conditions  
to be performed hereunder by Midtown Bank & Trust Co. of Chicago, as  
understand and agree to be performed and not individually, as the  
Co. of Chicago by reason of any of the covenants, statements, representations  
or warranties contained in this instrument.

MIDTOWN BANK AND TRUST COMPANY  
as Trustee under written Trust  
Agreement dated December 19, 1986  
and known as Trust Number 1474.

By: Debra M. St. Laurent

Its: assist. Trust Officer

Attest: Larner Rosario  
Asst Secretary

Property of Cook County Clerk's Office

1989 JAN 11 PM 2:23

COOK COUNTY, ILLINOIS

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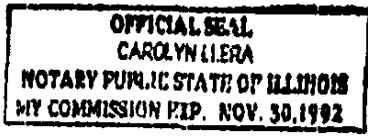
-STATE OF ILLINOIS)  
 ) SS.  
-County of C O O K)

I, \_\_\_\_\_ the undersigned \_\_\_\_\_, Notary Public, for said County, in the State aforesaid, do hereby certify that Deborah Stephanites personally known to me to be the Assist. Trust Officer of MIDTOWN BANK AND TRUST COMPANY and Carmen Rosario personally known to me to be an Assist. Secretary of said corporation and who subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as the Assist. Tr. Officer and Assist. Secretary of said corporation for the uses and purposes set forth therein and cause the corporate seal of said corporation to be affixed thereto.

Given under my hand and official seal this 30th day of December, 1988.

Carolyn Llera  
Notary Public

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My commission expires: \_\_\_\_\_

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EXHIBIT "A", 7-0-1-0-0-0-9

The East 20 feet of Lot 7 and all of Lot 8 in County Clerks Division of Lots 8, 9 and 24 and accretions thereto in C. V. Gordon's Addition to Chicago, a Subdivision of Lots 5, 6, 23 and 24 and that part of vacated street lying between said lots in the School Trustees Subdivision of fractional Section 16, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 4280 North Marine Drive, Chicago, Illinois  
PIN: 14-16-301-013-0000

This document prepared by:  
Lesley J. Wazelle  
LaSalle Northwest National Bank  
4747 West Irving Park Road  
Chicago, Illinois 60641

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