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MODIFICATION AGREEMENT

THIS AGREEMENT is made and entered into as of the 25th day of JANUARY, 1989, by and between LaSalle National Bank, not personally but as Trustee under Trust Agreement dated July 26, 1978, and known as Trust No. 54763 (hereinafter referred to as "Mortgagor") and Combined Insurance Company of America, an Illinois corporation, (hereinafter referred to as "Mortgagee").

RECORDED IN REC'D. 117.25
INDEXED IN REC'D. 14:57:00
JAN 25 1989
REC'D. 11754064
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WITNESSETH:

WHEREAS, Mortgagor executed its Promissory Note dated August 1, 1978, (hereinafter referred to as "Note") payable to the order of Mortgagee in the principal amount of Two Million and no/100 (\$2,000,000.00) Dollars and under the same date executed as security therefor a Mortgage (hereinafter referred to as "Mortgage") and an Assignment of Leases and Rents hereinafter referred to as "Assignment of Rents" on certain real estate described in Exhibit "A" attached hereto and by this reference incorporated herein, which Mortgage was recorded in the Recorder's Office of Cook County, State of Illinois, on August 30, 1978 as Document No. 24606397 and which Assignment of Rents was recorded in the same Recorder's Office on August 30, 1978 as Document No. 24606398; and

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WHEREAS, the Mortgagor has requested that Mortgagee defer debt service payments on the Mortgage from January 15, 1989 until May 15, 1989, and Mortgagee has agreed to such deferment.

NOW, THEREFORE, in consideration of the mutual covenants, premises and conditions herein contained, the parties agree as follows:

Property Address: 12245 So. Central, Alsip, IL
P. I. #s 24-28-101-0028
24-29 201 004

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Mail to:

Irwin Cross
Combined Ins Co 29061101
123 N. Wacker Dr.
Chicago, Illinois 60606

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1. The dates providing for the debt service payments of the Note are deferred (Deferred Payments) from January 15, 1989 to May 15, 1989.

2. The Deferred Payments provided for herein shall bear interest at the rate of 11½% per year for the time that said payments are outstanding and unpaid.

3. Regular debt service payments will resume on May 15, 1989 in the amount of \$16,100.00.

4. The total amount of Deferred Payments including interest in the total amount of \$65,942.90 shall also be due and payable on May 15, 1989.

5. As of December 31, 1988 the unpaid principal balance of the Loan is \$1,778,984.02.

6. The lien of the Mortgage and Assignment of Rents are hereby modified and extended as security for the payment of the unpaid principle indebtedness of the Loan.

7. This Agreement shall be governed by and construed under the laws of the State of Illinois.

8. Except as modified herein, the terms, covenants and conditions of the Note, Mortgage and Assignment of Rents shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between the terms of this Agreement and the terms of the Note and/or Mortgage or Assignment of Rents, the terms herein shall control.

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THIS DOCUMENT is executed by LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Corporation hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said promissory note contained shall be construed as creating any liability on Mortgagor or on said Corporation personally to pay the said promissory note or any interest that any accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant, either express or implied, herein contained (it being understood and

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agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor and its successors and said Corporation personally are concerned, the holders and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the premises and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the note provided; (2) any other security given to secure said indebtedness; or (3) the personal liability of the grantor, if any.

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

MORTGAGOR:

LA SALLE NATIONAL BANK, as Trustee,
aforesaid. Without responsibility

By: *James M. ...*

VICE PRESIDENT

ATTEST:

Gerrit ...
Its ASSISTANT SECRETARY

MORTGAGEE:

COMBINED INSURANCE COMPANY OF
AMERICA

By: *Robert ...*

Its Exec. Vice President

ATTEST:

...
Its Secretary

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EXHIBIT A
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That part of the Northwest Quarter and the Southwest Quarter of Section 26, together with that part of the Northeast Quarter of Section 27, all in Township 37 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Commencing at the intersection of a line 1233.00 feet West of and parallel with the North and South center line of said Section 23, with a line 632.56 feet North of and parallel with the South line of the Northwest Quarter of said Section 28; thence North 89°55'40" West on the last described line a distance of 424.62 feet to a point of intersection with a line 730.87 feet Northerly of and parallel with the northerly right-of-way line of the Illinois State Tollway; thence North 55°47'00" West on the last described line a distance of 661.65 feet to the point of beginning; thence continuing North 55°47'00" West a distance of 395.98 feet to a point of curve (said point being 47.23 feet Southeasterly, as measured on the last described line from its intersection with the East line of the West 33.00 feet of the Northwest Quarter of said Section 28); thence Northwesterly and Southerly on the arc of a circle convex to the Northwest, and having a radius of 25.00 feet, a distance of 54.20 feet to a point of tangency on the East line of the West 33.00 feet of the Northwest Quarter of said Section 23; thence South 00°00'00" West on the last described line a distance of 579.62 feet to a point of curve; thence Southerly and Northwesterly on an arc of a circle convex to the Southeast and having a radius of 136.00 feet a distance of 294.85 feet to a point of tangency (said point being on the Northerly right-of-way line of the aforesaid Illinois State Tollway; thence South 55°47'00" East on the last described line a distance of 700.16 feet to a point of intersection with a line 366.50 feet Easterly of and parallel with said East line of the West 33.00 feet of the Northwest Quarter of said Section 23; thence North 0°00'00" East on the last described line a distance of 883.86 feet to the point of beginning, in Cook County, Illinois, containing 7.767 acres.

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