

# UNOFFICIAL COPY

BBNA/  
Matanky -  
Wisc. Ct.  
12/30/89

89057056

This Instrument Prepared By:  
(and after recording mail to)  
William S. McDowell, Jr.  
Hess, Kaplan and McDowell, Ltd.  
180 North LaSalle Street  
Chicago, Illinois 60601

## THIRD MODIFICATION AGREEMENT

This Agreement, made as of the 30th day of December, 1988, by and between BOULEVARD BANK NATIONAL ASSOCIATION, a National Banking Association, formerly known as National Boulevard Bank of Chicago ("Lender") and DEVON BANK, not personally, but as Trustee under Trust Agreement dated September 30, 1984, and known as Trust No. 4955 ("Borrower"),

WITNESSETH:

WHEREAS:

A. Borrower is indebted to Lender under and pursuant to that certain Note of Borrower dated July 1, 1986, in the original principal amount of One Million and 00/100 Dollars (\$1,000,000.00) which note (the "Note") is secured, inter alia, by a Mortgage from Borrower to Lender of the premises commonly known as 1916-1920 North Halsted, Chicago, Illinois (the "Mortgage"), legally described in Exhibit A, attached hereto and made a part hereof, dated even date with the Note, which was recorded in the office of the Recorder of Deeds of Cook County, Illinois, on July 16, 1986, as Document No. 86298023 (the "Mortgage"); and

B. The Note and Mortgage were amended by that certain Modification Agreement dated March 1, 1988 and recorded March 24, 1988 as Document No. 8812389 (the "First Modification") and by that certain Second Modification Agreement dated as of June 30, 1988 and recorded November 21, 1988 as Document No. 88536693 (the "Second Modification") (the First Modification and Second Modification are hereinafter collectively referred to as the "Prior Modifications"); and

C. The parties hereto desire to amend the Note further in the manner hereinafter specified;

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter specified, which each of the parties acknowledges and agrees to be adequate consideration for the agreements hereinafter specified, the parties hereto agree as follows:

1. Note Amendment. The Note is hereby amended as follows: The Maturity Date is changed from December 30, 1988 to June 30, 1989. Borrower shall have no right to extend the Maturity Date.

2. References to Defined Terms. The parties agree that all references in the Mortgage and any other documents securing the Note, now mean the Note, as modified by the Prior Modifications and as further modified herein.

3. No Other Changes. Except as hereinabove specified, the Note, Mortgage and any other documents securing the Note remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered this agreement as of the day and year first above written.

BOULEVARD BANK NATIONAL  
ASSOCIATION, a National Banking  
Association

By: Michael S. Salter  
Title: ASST. V.P.

ATTEST:

By: William S. McDowell, Jr.  
Title: Att. Vice Pres.

HESS KAPLAN  
AND MCDOWELL  
LTD  
ATTORNEYS AT LAW

89057056

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DEVON BANK, an Illinois Corporation,  
not personally, but as Trustee aforesaid

ATTEST:

By: Richard Lounsbury  
Title: Chairman

By: Catherine Ciolino  
Its: TRUST ADMINISTRATOR

## CONSENT OF GUARANTORS

Chicago, Illinois  
December 30, 1988

For value received, the undersigned, each as Guarantor of the Note referred to above, hereby consents to and agrees to be bound by the terms of the foregoing Second Modification Agreement.

Gertrude S. Matanky  
GERTRUDE S. MATANKY, not personally, but as Trustee of The Eugene Matanky Trust, dated July 30, 1974

[Signature]  
BARRY KRIESLER

[Signature]  
DEMETRIOS DELLAPORTAS

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } SS

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ of BOULEVARD BANK NATIONAL ASSOCIATION, a National Banking Association, and \_\_\_\_\_ of said bank, who 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 severally acknowledged that they signed and delivered the said instrument as such officers of said bank 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.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

My commission Sharon Ballard  
Notary Public, State of Illinois  
My Commission Expires 3/9/91

[Signature]  
Notary Public

STATE OF ILLINOIS }  
COUNTY OF Cook } SS.

I, Stephen Gary Politowicz Notary Public in and for said County, in the State aforesaid, do hereby certify that Richard Lounsbury, Chairman of DEVON BANK, an Illinois corporation, and CATHERINE CIOLINO, \_\_\_\_\_ of said bank, who 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 severally acknowledged that they signed and delivered the said instrument as such officers of said bank as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

HESS KAPLAN  
AND McDOWELL  
LTD  
ATTORNEYS AT LAW

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the DEVON BANK in Chicago or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking, warranty or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any.

Property of Cook County Clerk's Office

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Given under my hand and Notarial Seal this 30th day of January, 1989.

*[Signature]*  
Notary Public

My commission expires:

10/24/89

STATE OF ILLINOIS }  
COUNTY COOK } SS.

The foregoing instrument was acknowledged before me this 31st day of January, 1989, by GERTRUDE S. MATANKY, not personally, but as Trustee of The Eugene Matanky Trust, dated July 30, 1974 and BARRY B. KRIESLER.

*[Signature]*  
Notary Public

My commission expires:

MARCH 10, 1990

STATE OF ILLINOIS }  
COUNTY COOK } SS.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by DEMETRIOS DELLAPORTAS.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

HESS KAPLAN  
AND MCDOWELL  
LTD  
ATTORNEYS AT LAW

69057036

# UNOFFICIAL COPY

BB/Halsted  
Condo.  
(Matanky)  
07/08/85  
06/26/86

## EXHIBIT "A"

Lots 7, 8 and 9 in Sub Block 8 of Block 5 in Sheffields Addition in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

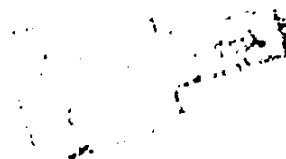
Common Address: 1916-1920 N. Halsted, Chicago, Illinois

Permanent Real Estate Tax Index Numbers: 14-32-410-050  
14-32-410-049

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$15.25  
T42222 TRAN \*067 02/06/89 15:53:00  
#8232 \* B \* - 89-057066  
COOK COUNTY RECORDER

89057066



89057066

HESS, KAPLAN  
AND McDOWELL  
LTD  
ATTORNEYS AT LAW