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69173932

TRUST DEED MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made and entered into as of the 1st day of December, 1988, by and between LABALLE NATIONAL BANK, a National Banking Association, not personally, but as Trustee under Trust Agreements dated September 15, 1982 and known as Trust Number 105333, and Trust Agreement dated June 22, 1983 and known as Trust Number 106627, (herein called the "Borrower") and NBD Chicago Bank, an Illinois Banking Association (herein called the "Bank").

WITNESSETH That:

WHEREAS, the Borrower has heretofore executed and delivered to the Bank a certain note (herein called the "Original Note") dated April 1, 1986, in the principal sum of One Hundred Seventeen Thousand and No/100 Dollars (\$117,000.00) payable to the order of the Bank which original Note evidenced a loan (herein called the "Loan") from the Bank to the benefit of Borrower; and

WHEREAS, Lender is the holder and owner of the guaranty and the Original Note and is the Trustee under the Trust Deed hereinafter referred to; and

WHEREAS, to secure the guaranty and the Original Note, Borrower heretofore executed and delivered a Trust Deed dated April 1, 1986 and recorded May 23, 1988 as Document No. 86207666 in the Office of the Recorder of Cook County, Illinois, encumbering certain real property located in Cook County, Illinois described as follows:

See Attached EXHIBIT A

WHEREAS, the Borrower has requested that the Bank extend the maturity of the Loan and the Bank is willing to do so provided that the Original Note is replaced with a replacement note (herein called the "Replacement Note") of even date herewith in the stated principal sum of One Hundred Ten Thousand Five Hundred Seventy Five and 88/100 Dollars (\$110,575.88) payable to the order of the Bank and due and payable, if not sooner paid, on July 1, 1989, (herein called the "New Maturity Date"), and that the Trust Deed be modified and amended as hereinafter set forth and subject to the terms, provisions and conditions hereinafter contained.

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DEPT-01 \$14.00
T45555 TRAN 5932 04/19/89 15:23:00
49518 + E *-89-173932
COOK COUNTY RECORDER

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14-E



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Property of Cook County Clerk's Office

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NOW THEREFORE, in consideration of the foregoing recitals and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Commencing on the date hereof, the Original Note shall be replaced by the Replacement Note and the Loan shall be evidenced by the Replacement Note.

2. The Trust Deed is hereby modified and amended as follows:

(i) commencing the date hereof, the Replacement Note is secured thereby and all references in the Trust Deed to the Original Note and the "Note" shall hereafter be deemed to be references to the Replacement Note.

3. The maturity date of the Loan is hereby extended to the New Maturity Date.

4. Whenever in the Trust Deed, or any other instrument evidencing, securing and guaranteeing the Loan (herein together called the "Original Loan Documents") reference is made to any other of the Original Loan Documents, such reference shall be modified and amended. In all other respects except as modified herein and by the replacement of the Original Note with the Replacement Note, the Trust Deed remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage Modification Agreement to be executed by their respective duly authorized officers all on and of the day, month and year first above written.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

LABALLE NATIONAL BANK, not personally but
as Trustee under Trust Numbers 105333 and
106627

By: [Signature]
Its: Vice President

ATTEST:

[Signature: Patricia Collins]
TITLE: Assistant Secretary

(Corporate Seal)

NBD CHICAGO BANK

By: [Signature]
Its: Commercial Loan Officer

ATTEST:

[Signature: Thomas J. Kennedy]
TITLE: VP

(Corporate Seal)

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RIDER ATTACHED TO AND MADE A PART OF

~~(TRANSFER AGREEMENT)~~

MORTGAGE

~~(EXTENSION AGREEMENT)~~

~~(ADDITIONAL ADVANCE AGREEMENT)~~

(Trust Deed Modification Agreement)

Dated December 1st, 1988

Under Trust No. 105333 & 106627

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LASALLE NATIONAL BANK by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL BANK, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL BANK, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL BANK personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

AND MADE A PART HEREOF

105333

Notary's Office

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EXHIBIT A

LEGAL DESCRIPTION

UNITS 301, 302, 303, 304, 305, 306, 307, 308 AND 309 IN RAND/DLIVE OFFICE AND FINANCIAL CENTER CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:

PARCEL I:

LOT 1 IN BLOCK 4 IN ARLINGTON COUNTRYSIDE UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL II:

THE NORTH 230 FEET OF THE EAST 433 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THE WEST 101.50 FEET AND ALSO EXCEPTING THE NORTH 33 FEET THEREFROM, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 26, 357, 751, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 03-21-302-028-1107 VOLUME: 232
AFFECTS: UNIT 308

PERMANENT TAX NUMBER: 03-21-302-028-1108 VOLUME: 232
AFFECTS: UNIT 309

PERMANENT TAX NUMBER: 03-21-302-028-1103 VOLUME: 232
AFFECTS: UNIT 304

PERMANENT TAX NUMBER: 03-21-302-028-1104 VOLUME: 232
AFFECTS: UNIT 305

PERMANENT TAX NUMBER: 03-21-302-028-1105 VOLUME: 232
AFFECTS: UNIT 306

PERMANENT TAX NUMBER: 03-21-302-028-1106 VOLUME: 232
AFFECTS: UNIT 307

PERMANENT TAX NUMBER: 03-21-302-028-1100 VOLUME: 232
AFFECTS: UNIT 301

PERMANENT TAX NUMBER: 03-21-302-028-1101 VOLUME: 232
AFFECTS: UNIT 302

PERMANENT TAX NUMBER: 03-21-302-028-1102 VOLUME: 232
AFFECTS: UNIT 303

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20__.

Clerk of Cook County, Illinois

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