

89322531

1989 JUL 14 PM 12:51

BOX 333

COOK COUNTY CLERK
FILED FOR RECORD

Anthony L. Frink
Gottlieb and Schwartz
200 E. Randolph Dr., Suite 6900
Chicago, Illinois 60601

This document prepared by and
after recording return to:

89322531

WHEREAS, to secure the Note Borrowers executed Trust Deeds,
bearing even date therewith, to Lender, as Trustee, on real estate
in Cook County, Illinois, including but not limited to the real
estate legally described on Exhibit A-1, A-2 and A-3 attached
hereto and made a part hereof (such real estate described on
Exhibit A-1, A-2 and A-3 being hereinafter collectively referred to
as the "Real Estate", and the Trust Deeds encumbering the Real
Estate are hereinafter referred to collectively as the "Trust
Deeds"), the Trust Deeds executed by First Illinois Bank of
Evanston, as Trustee under Trust No. 3393 as aforesaid and
encumbering the property described in Exhibit A-1, being filed with
the Cook County Registrar of Titles on October 13, 1988 as Document
LR1767611, the Trust Deed executed by First Illinois Bank of
Evanston, as Trustee under Trust No. 3401 as aforesaid and
encumbering the property described in Exhibit A-2, being recorded
on October 13, 1988 as Document 88472175 and the Trust Deed
executed by Gary A. Potter and Karen L. Potter and encumbering the
property described in Exhibit A-3, being recorded on October 13,
1988 as Document 88472176;

WHEREAS, Borrowers have heretofore executed that certain
Demand Note dated September 29, 1988, in favor of Lender in the
amount of \$106,000.00 (the "Note");

W I T N E S S E T H

This Modification of Note and Trust Deeds (this "Agreement")
is entered into as of this 12th day of July, 1989, by and among
First Illinois Bank of Evanston, N.A., a National Banking
Association, not personally but as Trustee under the provisions of
a deed or deeds in trust duly recorded and delivered to said Bank
in pursuance of a Trust Agreement dated May 28, 1987, and known as
Trust No. R-3393; First Illinois Bank of Evanston, N.A., a National
Banking Association, not personally but as Trustee under the
provisions of a deed or deeds in trust duly recorded and delivered
to said Bank in pursuance of a Trust Agreement dated June 12, 1987,
and known as Trust No. R-3401; Gary A. Potter, individually; Karen
L. Potter, individually; George H. Kiden, individually; and Custom
Remodeling Service, Inc., an Illinois corporation, on the one hand
(collectively, "Borrower"), and Heritage Glenwood Bank, on the
other hand ("Lender").

MODIFICATION OF NOTE AND TRUST DEEDS

\$24.00

89322531

78 19 599 D3

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3. This agreement is executed by First Illinois Bank of Evanston, N.A., a National Banking Association, 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 is payable only out of the property specifically described in the Trust Deeds securing the payment hereof, by the enforcement of the provisions contained in said Trust Deeds. No personal liability shall be asserted or be enforceable against the Trustee or any person interested beneficially or otherwise in said property specifically described in said Trust Deeds given to secure the payment hereof, or in the property or funds at any time subject to said Trust Agreement, because or in respect of this agreement or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by Gary A. Peter, Karen T. Peter and George Yrden, and each original and successful holder of this agreement

2. The parties hereto hereby agree that, as of the effective date hereof, any and all of the terms and provisions of the Note and Trust Deeds shall, except as modified hereby, remain in full force and effect.

C. While the Note provides for payment of interest on the principal amount outstanding, the principal amount of the Note shall not be demanded and no interest shall be accrued until such time as the letter of credit is drawn upon. Thereafter, accrued interest shall be paid on the 15th day of each month until paid.

B. The outstanding amount of the Note as of the date hereof is increased to \$212,420.00, to evidence a letter of credit dated on or about the date of this agreement (the "Letter of Credit").

A. Any reference to the Note contained herein, or in the Trust Deeds shall hereinafter be deemed to refer to the Note, as hereby modified. The Note, as hereby modified, is hereinafter referred to as the "Note".

1. The Note and Trust Deeds shall be and the same are hereby modified as follows:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, including the above recitals, the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

WHEREAS, Borrowers and Lender desire to amend the terms of the Note and the Trust Deeds upon the terms and conditions hereinafter set forth.

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Attest: Secretary

 By: President

 CUSTOM REMODELING SERVICES, INC., an Illinois corporation

GEORGE ARDEN, Individually

 KAREN L. POTER, Individually

By: GARY A. POTER, Individually

 Financial Services Officer

Attest: Administrative Assistant

 By: Financial Services Officer

FIRST ILLINOIS BANK OF EVANSTON, N.A.
 as Trustee aforesaid and not personally

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed as of the day and year first above written.

accepts the same upon the express condition that no duty shall rest upon First Illinois Bank of Evanston, as Trustee as aforesaid, to request the rents, issues and profits arising from the property described in said Trust Decree, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of the Note or of any installment thereof, the sole remedy of the holder hereof shall be by foreclosure of the said Trust Decree given to secure the indebtedness evidenced by the Note, in accordance with the terms and provisions of said Trust Decree and forth or by any action to enforce the personal liability of Gary A. Poter, Karen L. Poter and George Arden, of the payment thereof, or both.

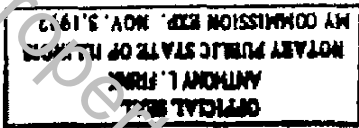
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My Commission Expires: Nov. 3, 1992

Anthony L. Fink

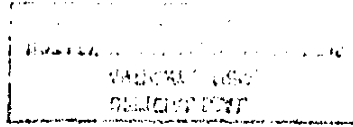
Date July 12, 1989 Given under my hand and Notarial seal

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Lori F. Remon as Financial Services Officer and Susan Meek as Administrative Assistant of First Illinois Bank of Evanston, N.A. and Administrative Assistant 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 [Name] for the uses and purposes therein set forth; and the said Administrative Assistant then and there acknowledged that [Name] as custodian of the corporate seal of said [Name] caused the corporate seal of said [Name] to be affixed to said instrument as said Assistant Secretary's own and free and voluntary act and as the free and voluntary act of said [Name] for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

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10/20/2011



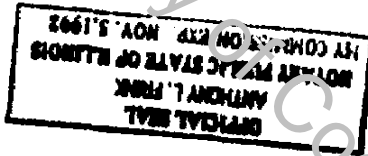
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My Commission Expires: Nov. 3, 1992
Anthony L. Frank
NOTARY PUBLIC

who or personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they are signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 12th day of _____, 1989.

I, Anthony L. Frank
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Gary A. Peter, Karen L. Peter and Elizabeth Arden

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

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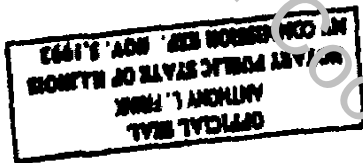
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NOV 20 10 58 AM '08
CLERK OF COURT
CHICAGO, ILL.

89322531

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My Commission Expires: Nov. 3, 1992

Anthony L. Frank
NOTARY PUBLIC

Given under my hand and Notarial Seal
Date July 12, 1959

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Charles Arthur Smith and Gary & Peter's Secretaries of Custom Remodeling Services Inc. an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such board and 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 corporation for the uses and purposes therein set forth:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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RECORDED FOR BOOK 12885
NOV 28 10 10 AM 1912
CHICAGO ILL
CLERK'S OFFICE

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The East 39 feet and 2 inches of Lot 1, (except the South 56 feet thereof) in Block 7, in Rogers Park, being a subdivision in Sections 30, 31, and 32, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

commonly known as: 7134 Wolcott
Chicago, Illinois
PIN #11-31-200-012

EXHIBIT A-1

P.6/12

JUL 12 '88 17:48 GOTTLIEB & SCHWARTZ

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11/11/2011 10:11:11 AM

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1 5 2 2 3 9 3

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Pin #14-06-401-030 and 029

community known as: 5912 N. Paulina, Chicago, Illinois

Lots 92, 93, and 94, Block 1, Resubdivision of Sundry Lots in Buena Vista addition to Chicago in East 1/2 of the Southeast 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

EXHIBIT A-2

P.17/12

JUL 12 09 17:49 GOTTLIEB & SCHWARTZ

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4/15/2015 10:00 AM

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Lot 5 in Senar Subdivision being a subdivision in the Northeast 1/4 of Section
 20, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook
 County, Illinois.
 commonly known as: 2750 Chertle
 Glenview, Illinois
 PIN #04-20-201-004

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EXHIBIT A-3

P.8/12

JUL 12 '89 17:49 GOTTLIEB & SCHMARTZ

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