

MODIFICATION AGREEMENT

\$10.00

THIS AGREEMENT, made and entered into as of the 1st day of July, 1990, by and between, HARRIS TRUST AND SAVINGS BANK, an Illinois Corporation, not personally, but as Trustee under Trust Agreement dated October 31, 1986 and known as Trust Number 43948 (hereinafter referred to as "Trust" and THE GREAT-WEST LIFE ASSURANCE COMPANY, hereinafter referred to as "Great-West",

WITNESSETH:

WHEREAS, Trust for valuable consideration did execute and deliver its Adjustable Rate Mortgage Note ("Note") dated June 30, 1987 in the principal sum of TWO MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,600,000.00) made payable to Great-West, and

WHEREAS, to secure Note, Trust did execute and deliver its Mortgage ("Mortgage") of even date with Note, wherein it did grant, bargain, sell and convey to Great-West real estate hereinafter legally described on Exhibit "A" attached hereto and made a part hereof, which Mortgage was recorded in the Recorder's Office of Cook County, Illinois on June 30, 1987 as Document No. 87356130, and

WHEREAS, Great-West and Trust desire to modify the Note and Mortgage as hereinafter set forth.

NOW, THEREFORE, THIS AGREEMENT, WITNESSETH:

THAT for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, mutually paid by the parties hereto unto each other, the receipt and sufficiency of which is hereby acknowledged, and further in consideration of the agreements, covenants, conditions and stipulations herein set forth, the parties hereto, for themselves and their respective successors and assigns, do hereby covenant and agree as follows, to-wit:

the maturity date of Note and Mortgage is hereby advanced from July 1, 1996 to October 1, 1990;

effective July 1, 1990, interest on the unpaid principal balance shall accrue at the rate of ten and one-quarter percent (10-1/4%) per annum and principal and interest shall be paid in combined monthly installments in the amount of Twenty Three Thousand Five Hundred Forty Eight and No/100 Dollars (\$23,548.00) on the first day of August, 1990 and on the first day of September, 1990, and

a final installment equal to the entire unpaid principal balance, and accrued interest thereon, shall be due and payable, if not sooner paid, on the first (1st) day of October, 1990.

Except as hereinabove modified the terms and conditions of said Note and Mortgage shall be and remain unchanged and in full force and effect as written.

Nothing herein contained shall in any manner affect the priority or lien of the Mortgage securing the Note, or the covenants, conditions and agreements therein contained.

This Modification Agreement is executed by the Trust, not personally, but solely as trustee under the terms of the aforesaid Trust Agreement, solely in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Trust hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that:

MAIL TO:

This Instrument Was Prepared By: *[Signature]*
R. J. WALSHLAGER
First Interstate Mortgage Company of Illinois
100 South Wacker Drive
Suite 400
Chicago, Illinois 60606

BOX 333 - TH

90402882

A # 983697

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- (1) Nothing herein or in Mortgage or Other Loan Documents contained shall be construed as establishing any personal liability upon Trust, personally, to pay indebtedness or to perform any of the terms, covenants, conditions and agreements herein or therein contained, all such personal liability being hereby expressly waived by Great-West; Great-West's only recourse against Trust being against Mortgaged Premises (as said term is defined in the Mortgage) and other property given as security for the payment of indebtedness ("Other Security"), in the manner herein, in Mortgage and Other Loan Documents and by law provided;
- (2) In the event a Monetary Default or Non-Monetary Default shall occur or upon maturity of indebtedness, whether by acceleration, passage of time or otherwise, the recourse of Great-West shall be limited to judicial foreclosure of Mortgaged Premises or the exercise of other remedies set forth herein and in Other Loan Documents and, subject to the limitations expressly set forth herein and therein, there shall be no personal liability of Trust, the owner of one hundred percent (100%) of the beneficial interest in Trust ("Beneficiary"), or the general or limited partners of Beneficiary ("Partners") for the payment of indebtedness; and
- (3) Except as herein, in Mortgage and in Other Loan Documents provided, Great-West shall look solely to Mortgaged Premises and Other Security upon foreclosure of the lien of this Mortgage and no deficiency judgment for indebtedness (following the application of Mortgaged Premises, Other Security and the proceeds thereof) shall be instituted, sought, taken or obtained against Trust, Beneficiary, Partners or any successor in title to Trust, PROVIDED THAT, nothing contained herein shall be deemed to prejudice the rights of Great-West to recover from Beneficiary and others, except Trust:
 - (a) all funds, damages or costs (including, without limitation, attorney's fees) incurred by Great-West as a result of fraud or material misrepresentation by or on behalf of Trust or Beneficiary; or
 - (b) all condemnation awards or insurance proceeds which are not utilized in accordance with the terms and conditions of the Mortgage; or
 - (c) all rents, revenues, income, issues, proceeds or profits of Mortgaged Premises held or collected by or on behalf of Trust or Beneficiary following the occurrence of a Monetary Default or Non-Monetary Default and not applied to indebtedness; or
 - (d) all funds, damages or costs incurred by Great-West as a result of any material waste of Mortgaged Premises; or
 - (e) any and all costs, expenses, damages or liabilities incurred by Great-West, including, but not limited to, all reasonable attorney's fees, directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Mortgaged Premises of any materials, wastes or substances defined or classified as hazardous or toxic pursuant to federal, state or local laws or regulations.

Nothing contained herein or in Mortgage and Other Loan Documents to the contrary notwithstanding shall be deemed to release, affect or impair indebtedness or the rights of Great-West to enforce its remedies pursuant hereto and to Mortgage and Other Loan Documents, including without limitation, the right to pursue any remedy for injunctive or other equitable relief.

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From when I was not a Notary Public, I have not been a Notary Public since I was not a Notary Public, I have not been a Notary Public since I was not a Notary Public.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Trust and Great-West.

HARRIS TRUST AND SAVINGS BANK, not personally, but as Trustee under Trust Agreement dated October 31, 1986 and known as Trust No. 43948

By: [Signature]
Title: VICE PRESIDENT

Attest: [Signature]
Title: [Signature]

THE GREAT-WEST LIFE ASSURANCE COMPANY [Signature]

By: [Signature]
Title: W.M. Appleby, Authorized Signature

By: [Signature]
Title: R.F. Moody, Manager, Mortgage Investments

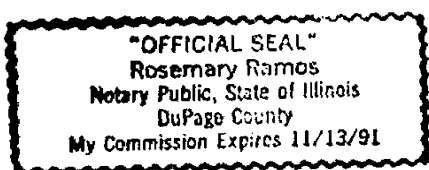
STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, [Signature], a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT [Signature] of HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust No. 43948 and [Signature] of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such [Signature] and [Signature], 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; and the said [Signature] did also ther and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of August, 1990.

[Signature]
Notary Public

My commission expires:



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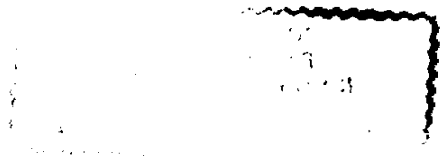
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Property of Cook County Clerk's Office

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.


Notary Public in and for the State of Illinois



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STATE OF COLORADO)
)SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 16th day of August, 1990, by W.J. Appleby, Authorized Signature Mortgage Investments, and by R.F. Moody, Manager Mortgage Investments, of THE GREAT-WEST LIFE ASSURANCE COMPANY, a Canadian Corporation, on behalf of the Corporation.



Notary Public
Elizabeth A. Whitaker

My Commission Expires: August 3, 1992

My address is: 3515 East Orchard Road
Englewood, Colorado 80111

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Exhibit "A"

Lot 10 in Krohn's Chestnut Avenue Subdivision of parts of the Northwest 1/4 of Section 26 and the Northeast 1/4 of Section 27, Township 42 North, Range 12, East of the Third Principal Meridian, except; that part of said Lot 10 lying Southerly of a straight line drawn from a point on the Westerly line of Lot 11 in said Krohn's Chestnut Avenue Subdivision, 35.99 feet Southeasterly of the Northwest corner thereof, to a point on the Easterly line of Lot 10, aforesaid, 35.99 feet Northwesterly of the Southeast corner of said Lot 10, also; that part of Lot 11 in said Krohn's Chestnut Avenue Subdivision lying Northerly of a straight line drawn from a point on the Westerly line of Lot 11, 35.99 feet Southeasterly of the Northwest corner thereof, to a point on the Easterly line of Lot 10, aforesaid, 35.99 feet Northwesterly of the Southeast corner of said Lot 10.

AND

Lot 11 in Krohn's Chestnut Avenue Subdivision of parts of the Northwest 1/4 of Section 26 and the Northeast 1/4 of Section 27, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, except that part of Lot 11 bounded and described as follows: that part of Lot 11 lying Northerly of a straight line drawn from a point on the Westerly line of Lot 11, 35.99 feet Southeasterly of the Northwest corner thereof, to a point on the Easterly line of Lot 10, 35.99 feet Northwesterly of the Southeast corner of said Lot 10 in said Krohn's Chestnut Avenue Subdivision, together with Lot 12 in said Krohn's Chestnut Avenue Subdivision; and together with that part of Lot 10 in said Krohn's Chestnut Avenue Subdivision bounded and described as follows: that part of Lot 10 lying Southerly of a straight line drawn from a point on the Westerly line of Lot 11, 35.99 feet Southeasterly of the Northwest corner thereof, to a point on the Easterly line of Lot 10, 35.99 feet Northwesterly of the Southeast corner of said Lot 10, in Cook County, Illinois.

1941-2019 John's Drive, Glenview, Illinois
Permanent Tax ID No:

Lot 10 04-27-203-008-0000
Lot 11 04-27-203-009-0000
Lot 12 04-27-203-010-0000

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