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SECOND MORTGAGE MODIFICATION AGREEMENT

AGREEMENT dated as of September 1, 1990 between Chicago Title & Trust Company, not personally, but as Trustee under Trust Agreement dated July 23, 1986 and known as Trust No. 1088744 ("Trust"), First Illinois Bank of Evanston, N.A. ("Bank"); and Murray Weinberg ("Guarantor").

RECITALS

- 83-165-011
- A. Trust is indebted to Bank in the original principal sum of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000) as evidenced by a Mortgage Note ("Note") dated as of March 16, 1988 and subsequently renewed on October 1, 1989 and March 1, 1990, which Note is secured in part by a Mortgage Security Agreement and Financing Statement ("Mortgage") and an Assignment of Rents applicable to the property commonly known as 817 West Lakeside, Chicago, Illinois, legally described on Exhibit A which documents were recorded with the Cook County Recorder of Deeds on March 29, 1988 as Document Nos. 88128452 and 88128453 respectively as modified by Modification Agreement dated April 1, 1989, recorded June 15, 1989 as Document No. 89274097.
 - B. On March 1, 1990 said Note was placed on an amortizing basis calling for payments of \$2,000 plus interest payable monthly commencing April 1, 1990 to September 1, 1990; whereby reducing the principal balance down to its existing balance of One Million One Hundred Ninety Thousand & No/100 Dollars (\$1,190,000).
 - C. Said Note is also secured by the Guaranty of payment and performance dated as of March 15, 1988, executed by the Guarantor.
 - D. Trust and Guarantor have requested an extension of the maturity date of the Note from September 1, 1990 to November 1, 1990 and Bank is willing to grant such extension pursuant to the terms and provisions of this Agreement and the Promissory Note dated September 1, 1990 in the principal sum of One Million One Hundred Ninety Thousand & No/100 (\$1,190,000) ("Replacement Note").

NOW THEREFORE, in consideration of the above Recitals, the parties hereto do hereby acknowledge and agree as follows:

1. Trust and Guarantor do hereby acknowledge that the Mortgage, the Assignment of Rents, and other applicable Security Documents are in full force and effect.
2. The Mortgage, the Assignment of Rents and other Security Documents are hereby modified to provide that such instruments are also granted as collateral security for repayment of the Replacement Note.
3. Guarantor does hereby reaffirm and ratify their Guaranty.
4. In all other respects, the Mortgage, the Assignment of Rents and other applicable Security Documents are hereby ratified and reaffirmed.

THIS DOCUMENT WAS PREPARED BY AND SHOULD
BE RETURNED TO: FIRST ILLINOIS BANK OF EVANSTON

15 25
ATTN: NANCY DANIEL
300 DANA ST., EVANSTON, ILL.
60201

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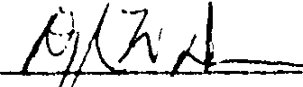
Page 2

Dated at Evanston, Illinois as of the date first above written.

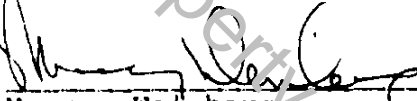
Chicago Title & Trust Co.,
as Trustee aforesaid, and
not personally

First Illinois Bank of Evanston, N.A.

By _____
Its _____

By 
Its _____
DOUGLAS W. DANCER
ASSISTANT VICE PRESIDENT

Attest





Murray Weinberg

Property of COOK COUNTY CLERK'S OFFICE

It is expressly understood and agreed by and between the parties herein, notwithstanding that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, with intent to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless each and every one of them made and intended to be personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee 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 hereon, 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 Chicago Title and Trust Company on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument, or any other express or implied, all such personal liability if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee, as above stated, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

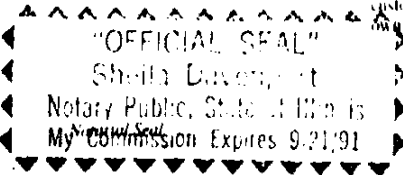
Corporate Seal


CHICAGO TITLE AND TRUST COMPANY, As Trustee, not personally
By  ASSISTANT VICE PRESIDENT
Attest  ASSISTANT SECRETARY

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, either personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant 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 Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

TR# 1088744



Given under my hand and Notarial Seal this _____ day of _____, 199____

Notary Public

90574304

NF86

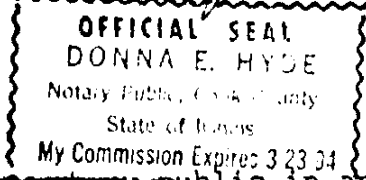
STATE OF ILLINOIS)
COUNTY OF COOK) SS
I, UNDERSIGNED _____, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that Douglas W. Dancer, Asst. V.P. of First Illinois Bank of Evanston, N.A., personally appeared before me in person and acknowledged that _____ he

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signed the foregoing instrument as his free and voluntary act, and as the free and voluntary act of said Bank, not personally but as Trustee aforesaid, and caused the corporate seal of said Bank to be affixed thereto, for the uses and purposes therein set forth.

Given under my hand and seal this 13th day of September, 1990.

Donna E. Hyde



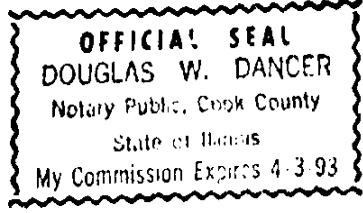
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Donald W. Dancer, a ~~notary public~~ in and for the state and county aforesaid, DO HEREBY CERTIFY, that Murray Weinberg, personally appeared before me and acknowledged that he signed the foregoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 13th day of September, 1990.

D. W. Dancer

Notary Public



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT "A"

Lot 4 and the West 10 feet of Lot 3 in Horace A. Goodrich's Subdivision of the South 10 rods of the North 30 rods of the East 1/2 of the Northeast 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number: 14-17-206-023

Property Address: 817 W. Lakeside, Chicago, Illinois 60640

Property of Cook County Clerk's Office

12-17-91 RECORDING \$15.25
14-17-206-023 TRAN 1751 09/28/90 13:47:00
19518 14-17-206-023-90-474204
COOK COUNTY RECORDER

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