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ASSUMPTION AND MODIFICATION AGREEMENT

This Agreement, made as of the 30th day of June 1990, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a National Banking Association under the laws of the United States of America, ("Lender") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a National Banking Association under the laws of the United States of America, not personally but as trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated November 30, 1989 and known as Trust Number 109915 03, ("Successor Trustee").

WITNESSETH:

THAT WHEREAS, NATIONAL BOULEVARD BANK OF CHICAGO, 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 Company in pursuance of a Trust Agreement dated November 25, 1958 and known as Trust Number 345, ("Borrower") heretofore executed a certain Mortgage dated the 30th day of December, 1982 and recorded 3rd day of January 1983, in the office of the Recorder of Deeds of Cook County, Illinois as Document #26454657 ("Mortgage"), conveying real estate, in the County of Cook, State of Illinois, legally described in Exhibit "A" attached hereto and made a part hereof by this reference ("Real Estate"), which said Mortgage given to secure the payment of one certain Note executed

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by the Borrower in the original principal amount of the sum of THREE MILLION DOLLARS AND NO/100 (\$3,000,000) DOLLARS ("Note"); AND

WHEREAS, said Mortgage securing said Note is a valid and subsisting lien of the premises described in said Mortgage, for the principal sum of \$3,000,000; AND

WHEREAS, the Note, secured by said Mortgage, is due and payable on the 30th day of June, 1990 pursuant to a Modification Agreement made as of the December 30, 1987 and recorded February 4, 1988 as Document No. 98057827; AND

WHEREAS, American National Bank and Trust Company of Chicago as Successor Trustee is now in title to the Real Estate because the Borrower has transferred the Real Estate to American National Bank and Trust Company as Successor Trustee and American National Bank and Trust Company as Successor Trustee has accepted the Real Estate and agrees to assume and pay the unpaid balance of the indebtedness on the Note as set out below; AND

WHEREAS, the parties hereto have agreed upon a modification of the terms and conditions of said Note and Mortgage hereinafter set forth.

NOW THEREFORE, in consideration of the promises and the mutual promises and agreements hereinafter made by and between the parties hereto, the parties do hereby mutually promise and agree the Note and Mortgage are hereby amended and modified as follows:

1. The principal balance outstanding as of June 30th 1990 is

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TWO MILLION EIGHT HUNDRED FIFTY THREE THOUSAND SIX HUNDRED FORTY TWO DOLLARS AND 25/100'S (\$2,853,642.25) DOLLARS.

2. The due date of June 30, 1990 is hereby extended to December 31, 1992.
3. The interest rate charged on said Note is hereby modified from 9.25% per annum to 9.85% per annum.
4. Principal plus interest shall be repaid in installments, which include principal and interest, as follows:
 - a) \$25,909.52 principal and interest on July 31, 1990
 - b) \$25,909.52 principal and interest on the last day of each calendar month thereafter; and
 - c) a final payment of all outstanding principal and accrued interest on December 31, 1992, if not sooner paid.
5. A renewal fee in the amount of 1% or \$28,536.42 will be paid to the Lender as additional consideration for this modification.
6.
 - a) American National Bank as Successor Trustee, agrees to assume, carry out, be bound by each and every provision of the Mortgage and the Note as they are modified by this agreement.
 - b) American National Bank as Successor Trustee, also acknowledges that the Real Estate is subject to an assignment of rents dated December 30, 1982 and recorded

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as Document No. 26454658 on January 3, 1983 ("Assignment of Rents").

7. Without limiting the scope of assumption by the American National Bank as Successor Trustee of all the duties and obligations of the Borrower under the Note and Mortgage, American National Bank as Successor Trustee agrees that paragraph 17 ("Paragraph 17") of the Mortgage "Transfer of the Property; Assumption," shall remain in effect and the Lender's consent to the transfer from the Borrower to American National Bank as Successor Trustee shall not operate as a waiver of its right to exercise its option to declare all sums secured by the Mortgage to be immediately due and payable because of any future sale or transfer.
8. American National Bank as Successor Trustee agrees that in any action by the Lender to enforce any of its rights under the Note, Mortgage, Assignment of Rents, or this agreement, it shall not be necessary for the Lender to name the Borrower as a party.
9. Lender hereby consents to the transfer of the Real Estate from Borrower to American National Bank as Successor Trustee.

And the said parties hereto further mutually agree that all provisions, stipulations, powers and covenants in said Note and in the said Mortgage, as modified by this Assumption and Modification Agreement, shall stand and remain unchanged and in full force and

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effect for and during said modified period, except only as the same are hereby and herein specifically varied or amended.

And it is expressly understood and agreed by and between the parties hereto that the covenants and agreements herein contained shall bind and inure to the benefit of their respective successors and assigns.

This Assumption and Modification Agreement is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Successor Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and the Note assumed and modified by this agreement is payable only out of the property specifically described in the Mortgage securing the payment of the Note, by the enforcement of the provisions contained in the Mortgage as modified by this agreement. No personal liability shall be asserted or be enforceable against American National Bank as Successor Trustee or any person interested beneficially or otherwise in the property specifically described in the Mortgage or any person having any interest in the property or funds at any time subject to said trust agreement, because or in respect of the Note assumed by this agreement or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder of the Note, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor of the Note, if any, and each original and successive holder of the Note accepts the same upon

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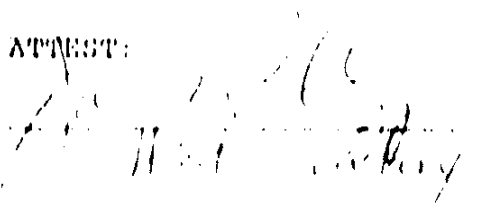
the express condition that no duty shall rest upon the undersigned Successor Trustee to sequester the rents, issues, and profits arising from the property described in the Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of the Note or of any instalment thereof, the sole remedy of the holder of the Note shall be by foreclosure of the Mortgage given to secure the indebtedness evidenced by the Note, in accordance with the terms and provisions of the Mortgage or by enforcement of the Assignment of Rents or by action to enforce the personal liability of the guarantor, if any, of the payment of the Note.

In witness whereof, the said parties hereto have signed, sealed and delivered these presents on the day and year first above written.

"Lender"
AMERICAN NATIONAL BANK
AND TRUST COMPANY OF
CHICAGO

BY: 

ATTEST:


Assistant Secretary

"Successor Trustee"
AMERICAN NATIONAL BANK
OF CHICAGO, NOT
PERSONALLY, BUT AS
TRUSTEE UNDER TRUST NO.
109915-03

BY: 
Second Vice President

ATTEST:


ASSISTANT SECRETARY

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Prepared by:

James Shodden
Beeler, Schad & Diamond
332 S. Michigan Ave., Ste. 1000
Chicago, IL 60604
(312) 939-6280

After recording return to:

Elizabeth Zimmer
American National Bank
33 North LaSalle Street
Chicago, Illinois 60690

30 x 333

Property of Cook County Clerk's Office

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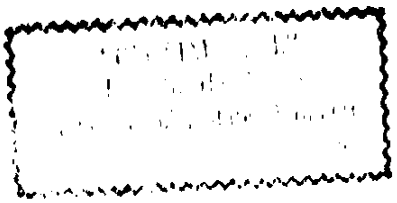
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, [Signature] a Notary Public in and for said County aforesaid, DO HEREBY CERTIFY that [Signature], Vice President of American National Bank and Trust Company of Chicago, a national banking association, and [Signature], Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the use and purposes therein set forth; and the said Vice President did also then and there acknowledge that as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17th day of October, 1970.

[Signature]
Notary Public

My commission expires:
11 months



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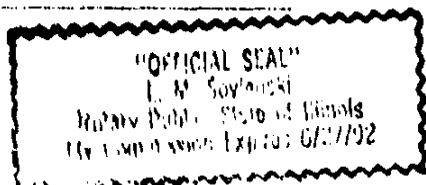
STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such 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 National Banking Association, as Trustee, 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 National Banking Association, caused the corporate seal of said National Banking Association 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 National Banking Association for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 19____.

L. M. Swenski
Notary Public

My commission expires:



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EXHIBIT A

LOT 17 AND THE SOUTH 40 FEET OF LOT 18 IN BLOCK 18 IN BUSHNELLS
ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 36 NORTH, RANGE 14, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS: 1100 N. DEARBORN, CHICAGO, IL
PIN: 17-04-411-010

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