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SECOND MODIFICATION AGREEMENT

\$ 16.00

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This Second Modification of the Installment Note, Mortgage and Security Agreement, and Assignment of Rents and Leases ("Second Modification Agreement") is made on October 12, 1990, between Harris Bank Roselle, not personally but as Trustee under a Trust Agreement dated November 14, 1986, and known as Trust Number 12556 ("Trustee"); Birger C. Nyborg ("Beneficiary") (the Trustee and the Beneficiary hereinafter sometimes collectively referred to as "Borrower"); and USAmeribanc/Woodfield, now known as NBD Woodfield Bank ("Lender").

WITNESSETH:

Whereas, Lender made a loan to Trustee (the "Loan") evidenced by an Installment Note dated December 4, 1986, in the original principal amount of One Million Five Hundred Thousand and 00/100 DOLLARS (\$1,500,000.00) ("Note"), which Note is secured by a Mortgage and Security Agreement ("Mortgage") of even date therewith, recorded on December 19, 1986, in the Recorder's Office of Cook County, Illinois, as Document Number 86609112 and Assignment of Rents and Leases ("Assignment") of even date therewith, recorded on December 19, 1986, in the Recorder's Office of Cook County, Illinois, as Document Number 86609113, both relating to the property as described in Exhibit "A" attached hereto and made a part hereof ("Premises").

Whereas, the Note was increased to the principal amount of One Million Seven Hundred Thousand and 00/100 DOLLARS (\$1,700,000.00) by a Modification Agreement dated January 6, 1987; and

Whereas, the Beneficiary shall execute and deliver to the Lender, contemporaneously with the execution of this Second Modification Agreement, a Guaranty Agreement dated October 12, 1990, in the amount of One Million Eight Hundred Seventy-Three Thousand Four Hundred Forty and 00/100 DOLLARS (\$1,873,440.00); and

Whereas, the Beneficiary hereby requests that the Lender modify the Note, Mortgage, and Assignment; and

Whereas, Borrower and Lender agree to enter into this Second Modification Agreement.

Now, therefore, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Note, Mortgage, and Assignment shall be and are hereby modified as follows:

1. It is hereby acknowledged that as of the date hereof the present principal balance due under the Note heretofore referred to is One Million Six Hundred Eight Thousand Four Hundred Forty and 00/100 DOLLARS (\$1,608,440.00).

2. The amount of the Note, Mortgage, and Assignment dated December 4, 1986, is hereby increased to the amount of One Million Eight Hundred Seventy-Three Thousand Four Hundred Forty and 00/100 DOLLARS (\$1,873,440.00).

3. Payments shall be due monthly beginning on November 12, 1990, and on the same day of each month thereafter, consisting of Two Thousand One Hundred Ninety-Six and 00/100 DOLLARS (\$2,196.00) principal plus interest in arrears on the principal balance from time to time outstanding.

4. The Beneficiary shall provide the following to Lender, annually:

- a) personal financial statements of the beneficiary;
- b) statements of income and expenses, including rent roll, on the Premises;
- c) copies of leases on the Premises, as they are executed.

5. The Borrower represents and warrants to the Lender that (a) the Borrower has not used Hazardous Materials (as defined below) on, from or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Material and, to the best knowledge of the Borrower, no prior owner of the Premises or any existing or prior tenant, or occupant has used Hazardous Materials on, from or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of Hazardous Materials; (b) the

PREPARED BY AND MAIL TO:

Gale E. Olson
NBD Woodfield Bank
Higgins & Meacham Roads
Schaumburg, IL 60196

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Box 333

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Borrower has never received any notice of any violations (and is not aware of any existing violations) of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at the Premises and, to the best knowledge of the Borrower, there have been no actions commenced or threatened by any party for noncompliance which affects the Premises; (c) Borrower shall keep or cause the Premises to be kept free of Hazardous Materials except to the extent that such Hazardous Materials are stored and/or used in compliance with all applicable federal, state and local laws and regulations; and, without limiting the foregoing, Borrower shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Borrower cause or permit, as a result of any intentional or unintentional act or omission on the part of Borrower or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the Premises or onto any other contiguous property; (d) the Borrower shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Premises as required by all applicable federal, state and local laws, ordinances, rules, regulations and policies, to the satisfaction of the Lender, and in accordance with the orders and directives of all federal, state and local governmental authorities. If the Borrower fails to conduct an environmental audit required by the Lender, then the Lender may at its option and at the expense of the Borrower, conduct such audit.

Subject to the limitations set forth below, the Borrower shall defend, indemnify and hold harmless the Lender, its employees, agents, officers and directors, from and against any claims, demand, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the Premises, (c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the Premises, and/or (d) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Lender, which are based upon or in any way related to such Hazardous Materials used in the Premises. The indemnity obligations under this paragraph are specifically limited as follows:

(i) The Borrower shall have no indemnity obligation with respect to Hazardous Materials that are first introduced to the Premises or any part of the Premises subsequent to the date that the Borrower's interest in and possession of the Premises or any part of the Premises shall have fully terminated by foreclosure of the Mortgage or acceptance of a deed in lieu of foreclosure;

(ii) The Borrower shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by the Lender, its successors or assigns.

The Borrower agrees that in the event the Mortgage is foreclosed or the Borrower tenders a deed in lieu of foreclosure, the Borrower shall deliver the Premises to the Lender free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises.

For purposes of the Mortgage, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation.

The provisions of this section shall be in addition to any and all other obligations and liabilities the Borrower may have to the Lender under the debt

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listed in the Mortgage, any loan document, and in common law, and shall survive (a) the repayment of all sums due for the debt, (b) the satisfaction of all of the other obligations of the Borrower in the Mortgage and under any loan document, (c) the discharge of the Mortgage, and (d) the foreclosure of the Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in the Mortgage, it is the intention of the Borrower and the Lender that the indemnity provisions of this paragraph shall only apply to an action commenced against any owner or operator of the Premises in which any interest of the Lender is threatened or any claim is made against the Lender for the payment of money.

6. Except to the extent specifically set forth herein, the Note, Mortgage, and Assignment, or any other document securing or evidencing the Loan shall remain in full force and effect in accordance with their respective terms.

This Second Modification Agreement is executed by Harris Bank Roselle, 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 said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to perform any covenant either expressed or implied herein contained, or such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

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

Harris Bank Roselle,
not personally but as Trustee

ATTEST:

Ruth I. Mayerhofer
Its: Asst Secy

By: Russell C. Shockey
Its: Vice Pres

Eriger C. Nyborg
Eriger C. Nyborg

ATTEST:

NBD Woodfield Bank

Ruby D. Feeley
Its: RUBY D. FEELEY
ASSISTANT VICE-PRESIDENT

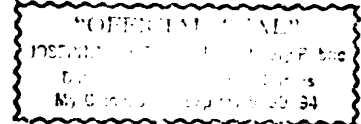
By: [Signature]
Its: [Signature]

STATE OF ILLINOIS, COOK County ss:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Russell C. Shockey V. Pres of HARRIS BANK ROSELLE and Ruth I. Mayerhofer Asst Secy of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VP and Asst Secy, 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 bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said officers then and there acknowledged that he/she, as custodian of the corporate seal of said bank, did affix the corporate seal to said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 18th day of October, 1990.

My Commission Expires:



Josephine D. Juzzolone
Notary Public

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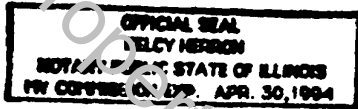
STATE OF ILLINOIS, Cook County ss:

I, Kelcy Herron, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Wm A. Kierulff + Robert D. Farley of NBO Woodfield Bank, a bank, and Henry D. Feeley of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as Vice President and Assistant Vice President of said bank, respectively, and caused the corporate seal of said bank to be affixed thereto, pursuant to authority given by the Board of Directors of said bank, as their free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 19th day of October, 1990.

My Commission Expires:

Kelcy Herron
Notary Public



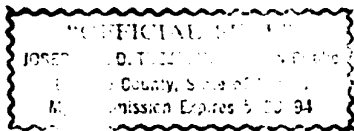
STATE OF ILLINOIS, COOK County ss:

I, The undersigned, a Notary Public in and for said county and state, DO HEREBY CERTIFY that Birger C. Nyborg, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 18th day of October, 1990.

My Commission Expires:

Josephine D. Juzzolino
Notary Public



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ISSUE DATE

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE MORTGAGED PROPERTY:

PARCEL A:

THAT PART OF LOT 2 IN CROSS CREEK, BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF SAID LOT 2; THENCE SOUTH 86 DEGREES, 30 MINUTES, 38 SECONDS WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 339.53 FEET; THENCE NORTH 2 DEGREES, 21 MINUTES, 38 SECONDS WEST, A DISTANCE OF 449.13 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 86 DEGREES, 30 MINUTES, 38 SECONDS EAST, A DISTANCE OF 359.53 FEET TO THE NORTH EAST CORNER OF SAID LOT 2; THENCE SOUTH 0 DEGREES, 11 MINUTES, 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 449.97 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

P.I.N. 07-35-400-009-0000
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07-35-400-035-0000

Common Address: 975 E. Nerge Road, Roselle, Illinois

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