



UNOFFICIAL COPY

90603669

THIS INDENTURE made this 6 day of October 19 90 by and between

NBD HIGHLAND PARK BANK, N.A. (hereinafter called "Bank")

the owner of the mortgage or trust deed hereinafter described, and Chicago Title and Trust Co., a corporation of Illinois as Trustee Under Trust Agreement dated December 5, 1979 and known as Trust No. 1076514

the owner or owners of the real estate hereinafter and in said mortgage or trust deed ("owner");

WITNESSETH:

1. The parties hereby agree to modify the terms of and to extend the time of payment of the indebtedness evidenced by the principal promissory note of Owner in the amount of \$ 115,000.00 dated September 20, 1985 (the "Note") secured by a mortgage or trust deed in the nature of a mortgage recorded October 23, 1985, in the office of the Recorder of Cook County, Illinois, in at page as document No. 85249188 conveying to NBD HIGHLAND PARK BANK, N.A. (F/K/A First National Bank of Highland Park) certain real estate in Cook County, Illinois described as follows:

Units 2 'C' and 5 'C' in the Park Tower Condominium, as delineated on plat of survey of the following described parcel of real estate: Part of the East fractional half of the North East 1/4 of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois which plat of survey is attached as Exhibit 'D' to Declaration of Condominium recorded as Document 24874698, together with its undivided percentage interest in the common elements in Cook County, Illinois.

PIN: 14-08-203-017-1730 and 14-08-203-017-1733
Property Address: 5419 Sheridan Road, Chicago, IL.

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DEPT-01 RECORDING \$15.00
T#8888 TRAN 1107 12/14/90 14 59 00
#8058 # 14 * -70-607669
COOK COUNTY RECORDER

2. The amount remaining unpaid on the indebtedness is \$ 97,554.92 (the "Indebtedness").

3. The interest charged on the Note is 12.5 % per annum. In and modification of extension granted hereunder, Owner agrees to pay interest on the remaining Indebtedness as indicated below. In addition, a special rate of interest shall be applicable to the Indebtedness hereby, Owner agrees to pay a one time special interest rate of 10% on the unpaid balance of the Indebtedness, which is hereby modified to be payable: CHOOSE ONLY ONE (Check Applicable Box)

- a) X at the rate of 11 % per annum on the basis of a year consisting of 360 days, or
b) at the rate of % per annum above the Bank's prime rate, which rate shall change if and when the prime rate of the Bank changes, and such change shall be effective as of the date of the relevant change in the prime rate. The Bank is not obligated to give notice of such fluctuations. The term "Prime Rate" or "Prime" as used herein, shall mean at any time the Prime Rate of the Bank as announced from time to time by the Bank at its main office. It is expressly agreed that the use of the term "Prime Rate" is not intended nor does it imply that said rate of interest is a preferred rate of interest or one which is offered by Bank to its most creditworthy customers;
and the entire principal sum and interest from October 1, 19 90, shall be payable as follows:

90603669 CHOOSE ONLY ONE (Check Applicable Box)

- a) On Demand, with interest until demand payable (monthly, quarterly, etc.) on the day of each hereafter; or
b) (principal plus interest) installments of principal in the amount of \$ payable on the day of 19 and on the day of each thereafter and the final installment on 19, with interest on the unpaid principal balance at the rate designated above.
c) X (principal and interest included in the payment amount) \$ 1,343.82 on the 1st day of November 19 90 and \$ 1,343.82 on the 1st day of each month thereafter until said Indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of October 19 92.

4. This agreement is supplementary to said mortgage or trust deed and said Note. All the provisions thereof, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed or Note, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this indenture shall inure to the benefit of any holder of said Note and shall bind the heirs, personal representatives and assigns of the Owner. The Owner, to the extent permitted by law, hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

(INDIVIDUALS SIGN HERE)

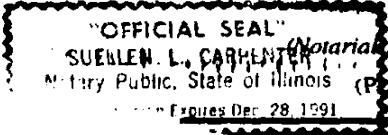
K. William Mopper (SEAL) Andrew Wolan (SEAL)
Joseph Morgan (SEAL)

Handwritten note: 11500/8

I, Sue Ellen L. Carpenter a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew Weiss, Joseph Morgan and K. William Mopper

personally known to me to be the same person S whose name S subscribed the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 11th day of December, A.D., 19 90



Sue Ellen L. Carpenter
Notary Public

(CORPORATIONS SIGN HERE)

(Corporate Seal)

NAME OF CORPORATION

By: _____
President

ATTEST: _____
Secretary

STATE OF ILLINOIS }
COUNTY OF _____ } SS.

I, _____ a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that _____ President of _____ and _____ Secretary of said Company, known to me to be the same persons whose names are subscribed to the foregoing Instrument as such _____ President 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 a free and voluntary act of said Company, for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that said _____ Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said Instrument as said _____ 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.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D., 19 _____

(Notarial Seal)

Notary Public

(TRUSTS SIGN HERE)

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in force purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or 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 or trust specifically described herein 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 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 contained, either expressed 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 aforesaid, 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

TR 1076514
Assistant Vice President
Assistant Secretary

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

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, Grantor, 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.



GIVEN under my hand and Notarial Seal this _____ day of _____, A.D., 19 NOV 19 1990
Sheila Davenport
Notary Public

(Notarial Seal)

Notary Public

THIS INSTRUMENT PREPARED BY:

NBD HIGHLAND PARK BANK, N.A.
513 Central Avenue
Highland Park Illinois 60035

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