

Modification Agreement

26.00

90035925

89534298

Loan No. 802758

\$2500

WHEREAS

IRVING FEDERAL SAVINGS AND LOAN ASSOCIATION

as Trustee under

loaned -- LASALLE NATIONAL BANK/TRUST #111870 DATED 12/15/86-- & not personally

the sum of -- TWO MILLION &  $\frac{00}{100}$ --

Dollars

(\$ 2,000,000.), as evidenced by a note and mortgage executed and delivered on November 19, 1987 Doc.#87622046 which mortgage is duly recorded in the public records in the Jurisdiction where the mortgaged property is located, which note and mortgage are hereby incorporated herein as a part of this instrument, and

RIDER ATTACHED TO AND MADE A PART OF

MORTGAGE

- (TRANSFER AGREEMENT)
- (EXTENSION AGREEMENT)
- (ADDITIONAL ADVANCE AGREEMENT)
- ( Loan Modification Agreement

DATED September 20th, 1989

UNDER TRUST NO. 111870

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL BANK by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL BANK, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL BANK, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL BANK personally are concerned, the legal holder or holders, of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

Asst. V.P. Secretary

\*Note: Strike out words "for the following reasons:" if not applicable.

BOX 933 - TH

CONSENT TO LOAN MODIFICATION

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing loan modification, as Trustee under LASALLE NATIONAL BANK/TR#111870 DATED 12/15/86 & not personally,

Prepared by and return to:  
 IRVING FEDERAL SAVINGS & LOAN ASSOC.  
 770 W. Dundee Rd.  
 Arlington Heights, Il. 60004-1598  
 ATTN: Charmaine L. Murray

X By [Signature] (SEAL)  
 Assistant Vice President  
 Attest [Signature] (SEAL)  
 Assistant Secretary

(NOTE: The above loan modification agreement, when signed, would be good only as against the present obligor or obligors. If it is desired to hold an endorser, guarantor, or other secondary party, including an original unreleased borrower, the above consent should be executed.)

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SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

Property of [Watermark]

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UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS

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Property of Cook County Clerk's Office

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... agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall past upon LASALLE NATIONAL BANK, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL BNAK personally are concerned, the legal holder or holders, of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

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NOTE: The above loan modification agreement, when signed, would be good only as against the present obligor or obligors. If it is desired to hold an endorser, guarantor, or other secondary party, including an original unsecured borrower, the above consent should be expanded.

Prepared by and return to: LIVING FEDERAL SAVINGS & LOAN ASSOC. 770 W. Dundee Rd. Arlington Heights, IL 60004-1598  
ATTN: Charmaine L. Murray  
By: [Signature] Assistant Vice President (SEAL)  
[Signature] Assistant Secretary (SEAL)

The undersigned endorser or endorsers, guarantor or guarantors, hereby consent to the foregoing loan modification, as trustee under original unsecured borrower or borrowers, including an original unsecured obligor or obligors, including an

CONSENT TO LOAN MODIFICATION

BOX 933 - TH

Note: Strike out words "for the following reasons:" if not applicable.

By: [Signature] Vice President/Authorized Signature (SEAL)  
[Signature] Assoc. Vice Secretary (SEAL)

IRVING FEDERAL SAVINGS AND LOAN ASSOCIATION

Signed, sealed and delivered this 20 day of September 19 89  
on or before April 25, 1990.  
and balance to principal, plus a sum estimated to be sufficient to discharge taxes and insurance obligations (which estimated sum may be adjusted as necessary) and that in all other respects said mortgage contract shall remain in full force and effect, with the total principal and interest balance to become due and payable

per month beginning on the 24 day of October 19 89, to be applied first to interest, same shall be payable MONTHLY INTEREST BASED ON OUTSTANDING PRINCIPAL XXXXXXXXXXXXXXXXXXXX BALANCE.

all of which the undersigned promises to pay with interest at 2% + 1/2% per annum until paid, and that the

WHEREAS, the undersigned agree that upon default in the payment of any monthly interest payment, the undersigned shall at the option of the Association, pay interest 4% per annum so long as said default shall continue.

WHEREAS, the undersigned, over the terms of said loan for the following reasons: extension of term 6 months to allow completion.

AND WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter;

THEREFORE, it is hereby agreed that, as of the date of this Agreement, the unpaid balance of said indebtedness is

--TWO MILLION & 100--  
00  
Dollars (\$ 2,000,000.00).

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION, TAX ID # AND COMMON ADDRESS.

AND WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter;

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--TWO MILLION & 100--  
00  
Dollars (\$ 2,000,000.00).

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION, TAX ID # AND COMMON ADDRESS.

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SEE OTHER ATTACHED

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Property of Cook County

Note: Said units being as depicted on "Plat of Subdivision" approved by Village of Northbrook and referred to in Declaration recorded November 19, 1987 on document 87622043

04-04-302-067

PERMANENT INDEX NUMBER:

LOT 1 IN NORTHBROOK NEWS SUBDIVISION, BEING A PROPOSED SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Amended legal description:

Unit C - 2774 News, Unit Q - 2759 News, Unit S - 2771 News, Unit T - 2773 News, Unit U - 2775 News, Unit W - 2779 News in

89534298

COMMON ADDRESS: Northbrook News, Northbrook, Illinois

TAX ID # 36-3095468

Unit C - 2774 News, unit Q - 2759 News, unit S - 2771 News, unit T - 2773 News, unit U - 2775 News and unit W - 2779 News. NORTHBROOK NEWS being a Subdivision of part of the Southwest Quarter of Section 4, Township 42 North, Range 12 east of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT A

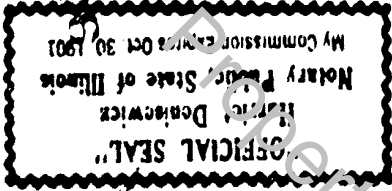
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Form XX0135

My Commission Expires: \_\_\_\_\_

Notary Public

*Harriet Deniewicz*  
\_\_\_\_\_  
Notary Public

A.D. 19 89

GIVEN under my hand and Notarial Seal this 3rd day of November

I, Harriet Deniewicz, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Corinne Bek and Lisa E. Haas Assistant Vice President of LA SALLE NATIONAL BANK, and Lisa E. Haas Assistant Secretary of said Bank 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 said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS )

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Property of Cook County Clerk's Office

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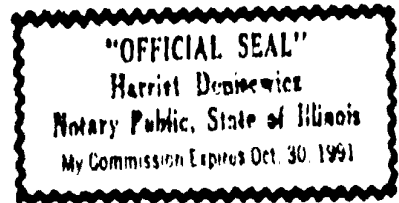
STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

I, Harriet Denisewicz a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Corinne Bek Assistant Vice President of LA SALLE NATIONAL BANK, and Lisa E. Haas Assistant Secretary of said Bank 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 said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own 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 Notarial Seal this 16th day of January A.D. 19 90.

Harriet Denisewicz  
Notary Public

My Commission Expires: \_\_\_\_\_



30035925