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## SECOND MODIFICATION AGREEMENT

\$20.00

THIS SECOND MODIFICATION AGREEMENT dated as of January 1, 1990, by and among HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as Trustee under a Trust Agreement dated September 20, 1988, and known as Trust No. 94266A (the "Trust"), JORDON H. KAISER and WALTER KAISER (the "Kaisers"), and THE EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association (the "Bank");

### W I T N E S S E T H:

WHEREAS the following documents were heretofore entered into by the parties indicated below:

- (i) Commitment Letter dated September 1, 1988, from the Bank to T. J. Flanagan, Inc., an Illinois corporation ("Flanagan");
- (ii) Mortgage Note dated September 1, 1988 (the "Note"), from Flanagan to the Bank;
- (iii) Mortgage and Security Agreement dated as of September 1, 1988 (the "Mortgage"), from Flanagan to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 27, 1988, as Document No. 88444185;
- (iv) Assignment of Rents and Leases dated as of September 1, 1988 (the "Assignment of Rents"), from Flanagan to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 27, 1988, as Document No. 88444186;

Permanent Index Number:

04-28-300-028

Address of Premises:

3703 West Lake Avenue  
Glenview, Illinois

This Instrument Prepared by and to  
be Returned after Recording to:

Alvin L. Kruse, Esq.  
Gary A. Maguire, Esq.  
Seyfarth, Shaw, Fairweather  
& Geraldson  
55 East Monroe Street  
Suite 4200  
Chicago, Illinois 60603

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(v) Security Agreement dated as of September 1, 1988, from Flanagan to the Bank;

(vi) Assumption Agreement dated as of September 27, 1988, by and among Flanagan, the Trust, the Kaisers and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 27, 1988, as Document No. 88444188, pursuant to which, among other things, the Trust and the Kaisers jointly and severally assumed and agreed to pay and perform all of the payment and performance obligations of Flanagan under the documents described in (ii) through (v) above;

(vii) Collateral Assignment of Beneficial Interest dated as of September 27, 1988, from the Kaisers to the Bank; and

(viii) Guaranty of Payment and Performance dated as of September 27, 1988, from the Kaisers to the Bank; and

WHEREAS, the documents referred to in (i) through (viii) above were modified pursuant to the Modification Agreement dated as of June 1, 1989 (the "First Modification Agreement"), by and among the Trust, the Kaisers and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 4, 1989, as Document No. 89358279; and

WHEREAS, the documents referred to in (i) and (viii) above, as modified by the First Modification Agreement, are hereinafter referred to collectively as the "Documents"; and

WHEREAS, the Documents encumber the real estate described in Exhibit A attached hereto; and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

Section 2. Extension of Maturity. The maturity date of the loan which is evidenced and secured by the Documents, as previously extended to January 1, 1990, is hereby further extended from January 1, 1990, to July 1, 1990, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "January 1, 1990" is hereby changed to "July 1, 1990" each time it appears in each of the Documents.

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Section 3. Increase in Interest Rate. The interest rate under the Note is hereby increased as of the date hereof from a variable rate of one and one-quarter percent (1-1/4%) per annum in addition to the Bank's Reference Rate (as defined in the Note) to one and three-quarters percent (1-3/4%) per annum in addition to the Bank's Reference Rate (as defined in the Note), and all of the Documents are modified and amended accordingly. Without limitation on the generality of the foregoing, any references to "one and one-quarter percent" and "(1-1/4%)" are hereby changed to "one and three-quarters percent" and "(1-3/4%)", respectively, each time they appear in the Documents.

Section 4. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

Section 5. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. The Trust and the Kaisers hereby confirm and reaffirm all of their obligations under the Documents, as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents", shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as modified and amended by the First Modification Agreement and this Agreement.

Section 5. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Trust hereby certifies and represents and the Kaisers hereby certify, represent and warrant to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 6. Entire Agreement. This Agreement sets forth all of the covenants, provisions, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 7. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 8. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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Section 9. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 10. Construction.

(a) The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Agreement as a whole not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 11. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 13. Execution by Trust. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trust, while in form purporting to be the representations, covenants, undertakings and agreements of the Mortgagor are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by Harris Trust and Savings Bank 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 or shall at any time be asserted or enforceable against Harris Trust and Savings Bank on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Trustee  
as aforesaid and not personally

By [Signature]  
Title: Vice President

(SEAL)

Attest:

[Signature]  
Title: ASSISTANT SECRETARY

[Signature]  
Jordan H. Kaiser

[Signature]  
Walter Kaiser

THE EXCHANGE NATIONAL BANK OF CHICAGO

By [Signature]  
Title: Vice President

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COOK COUNTY, ILLINOIS  
CLERK'S OFFICE

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 7th day of Feb., 1990, by JAMES J. PERNER and KENNETH E. PIEKUT, Vice President and ASSISTANT SECRETARY, respectively, of Harris Trust and Savings Bank, Trustee under a Trust Agreement dated September 20, 1988, and known as Trust No. 94266, on behalf of said Trustee.

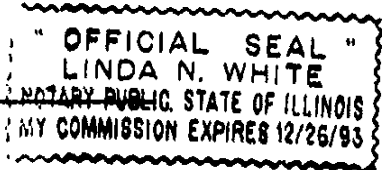


Dawn M. Lesniak  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 5th day of February, 1990, by Jordon H. Kaiser and Walter Kaiser.

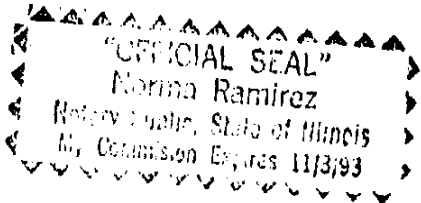
Linda N. White  
Notary Public



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 5th day of February, 1990, by Sally J. Pardo, Vice President of The Exchange National Bank of Chicago, a national banking association, on behalf of the association.

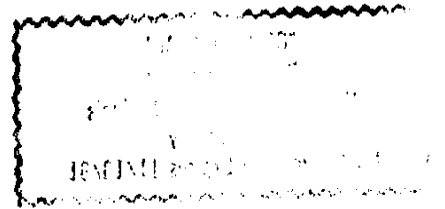
Norma Ramirez  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION

Lot 2 in Morelli's Resubdivision of Lots 1, 2 and 3 of Part of the West 1/2 of the South West 1/4 of Section 28, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

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