

FIFTH AMENDMENT TO MORTGAGE
95 Revere Drive

THIS FIFTH AMENDMENT TO MORTGAGE made as of the 31st day of January, 1990 by and between CHICAGO TITLE AND TRUST COMPANY not personally but solely as Trustee under a Trust Agreement dated July 8, 1985 and known as Trust No. 1087383 (the "Mortgagor") and AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, a national banking association having its principal place of business in Chicago, Illinois ("Mortgagee");

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee entered into a Mortgage dated January 21, 1986 which was recorded in Cook County, Illinois on January 29, 1986 as document No. 86040897 encumbering the property legally described on Exhibit A attached hereto (the "Property") and subsequently amended (the "Mortgage").

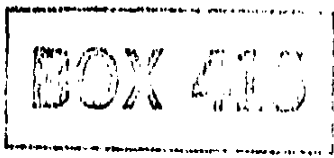
WHEREAS, Mortgagor and Mortgagee now desire to amend the Mortgage to extend the Maturity Date of the Indebtedness secured thereby;

NOW, THEREFORE, Mortgagor and Mortgagee hereby agree that the Mortgage shall be amended as follows:

1. Paragraph 1 in the Fourth Amendment to Mortgage is hereby modified to reflect that the due date of Mortgagor's obligation to Mortgagee is now April 30, 1990 and may be extended in accordance with the terms of the Loan Agreement as amended.
2. All capitalized words used herein which are not defined herein but which are defined in the Mortgage shall have the meaning ascribed to them in the Mortgage.
3. In all other respects not specifically amended hereby, the Mortgage is reaffirmed and restated by Mortgagor and all of the covenants and conditions contained in said Mortgage are hereby restated and reaffirmed.

This Fifth Amendment to Mortgage is executed by Chicago Title and Trust Company, not personally but as Trustee of Trust No. 1087383 and the exercise of the power and authority conferred upon it and vested in it as such Trustee (and such Chicago Title and Trust Company hereby warrants that it possess full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on Mortgagor or on such Chicago Title and Trust Company personally to pay the Note or any interest that may accrue thereon or any Indebtness accruing thereunder, or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor and its successors and Chicago Title and Trust Company personally are concerned, the holders and the owner or owners of any Indebtness accruing hereunder shall look solely to any one or more of: (1) the Property and the rents and issues and profits thereof, for the payment thereof by the enforcement of the lien created by the Mortgage in the manner

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herein, in the Mortgage and in the Note provided; (2) assets of the Trust held under the Trust Agreement; (3) the personal liability of the Guarantors in their capacity as such; or (4) the Loan Documents and any other security given to secure said indebtedness.

IN WITNESS WHEREOF, Mortgagor has executed this instrument the day and year first above written.

CHICAGO TITLE AND TRUST
COMPANY, not personally but solely as
Trustee of Trust No. 1087383

By: *[Signature]*
Its: ASST. SECRETARY

ATTEST:

Its: *Jeanne M. Bralier*
ASST. SECRETARY

Property of Cook County Clerk's Office

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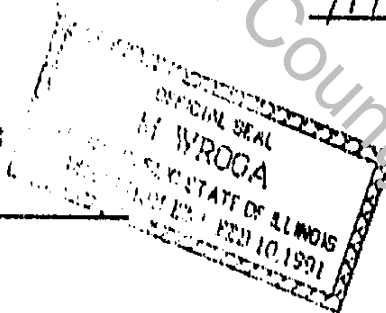
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, M. Wroga, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ruth E. Prellberg, the Asst. Vice President of Chicago Title and Trust Company (the "Trust Company"), and Jeanne M. Brabec the Asst. Secretary of said Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice Pres. and Asst. 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 Trust Company, as Trustee, for the uses and purposes therein set forth; and the said Asst. Secretary then and there acknowledged that he/she, as custodian of the seal of said Trust Company, did affix the seal of said Trust Company to said instrument and his/her own free and voluntary act and as the free and voluntary act of said Trust Company, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 16th day of February, ~~1989~~ 1990.

M. Wroga
Notary Public

My Commission Expires:



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EXHIBIT A

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LEGAL DESCRIPTION

Lot 7 in Northbrook Court Office Plaza, being a subdivision of part of the North West Quarter of section 2, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

Property of Cook County Clerk's Office

. DEPT-01
. T#1111. TRAN 9608 02/23/90 10:58:00 \$15.00
. \$1750 + A *-90-087616
. COOK COUNTY RECORDER

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This instrument was prepared by
and after recording, return to:

Property Address

85-95 Revere Drive
Northbrook, Illinois

Sandra Y. Kellman, Esq.
Rudnick & Wolfe
203 N. LaSalle Street, Suite 1800
Chicago, Illinois 60601

P.I.N

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