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THIS INSTRUMENT WAS PREPARED BY  
AND WHEN RECORDED RETURN TO:

The Mid-City National Bank  
of Chicago  
Two Mid-City Plaza  
Chicago, Illinois 60607

## MODIFICATION OF TRUST DEED

THIS MODIFICATION OF TRUST DEED (the "Agreement") is made as of the 1st day of March, 1990, by and among Marc S. Simon, not personally but solely as Trustee under Trust Agreement dated October 31, 1988 and known as the Richard A. Rudich Special Trust (the "Richard Trust"), Marc S. Simon, not personally but solely as Trustee under Trust Agreement dated October 31, 1988 and known as the Roger D. Rudich Special Trust (the "Roger Trust") (the Richard Trust and the Roger Trust, collectively, the "Borrowers") and The Mid-City National Bank of Chicago, a national banking association ("the Lender").

### WITNESSETH: THAT

WHEREAS, Pioneer Bank & Trust Company ("Pioneer"), not personally but solely as trustee of that certain trust created under trust agreement dated May 27, 1986 and known as Trust No. 24556, executed that certain Trust Deed dated September 15, 1988 (the "Trust Deed") and recorded on October 11, 1988 as Document No. 88465756, in favor of Lender, which Trust Deed covers that certain real property legally described on Exhibit "A," attached hereto (the "Property"); and

WHEREAS, the Trust Deed secures the payment of a promissory note in the original principal amount of \$190,000.00 (the "Note"); and

WHEREAS, Pioneer transferred all of its right, title and interest in and to the Property to Mid-City National Bank of Chicago, not personally but solely as trustee (the "Trustee") of that certain trust created under trust agreement dated November 11, 1988 and known as Trust No. 2133, which transfer was consented to by Lender; and

WHEREAS, Trustee transferred all of its right, title and interest in and to the Property to the Richard Trust and the Roger Trust, as tenants in common, which transfer was consented to by Lender.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

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1. Modification. The Trust Deed is hereby modified such that the Richard Trust's 50% undivided interest in the Property (the "Richard Trust's Interest") and the Roger Trust's 50% undivided interest in the Property (the "Roger Trust's Interest") shall each secure and be subject to only one-half (1/2) of the \$145,389.87 outstanding principal balance of the Note, it being understood and agreed that each of the Richard Trust's Interest and the Roger Trust's Interest shall no longer secure and be subject to the entire amount of said indebtedness. Payments made by the Richard Trust shall reduce the portion of the outstanding principal balance of the Note secured by the Richard Trust's Interest, and payments made by the Roger Trust shall reduce the portion of the outstanding principal balance of the Note secured by the Roger Trust's Interest.

2. Cross-Default. In the event of a default under the Note or the Trust Deed, which default is not cured within any applicable grace period, the Richard Trust and the Roger Trust shall both be deemed in default hereunder.

3. Continuing Validity. Except as expressly set forth herein, the terms of the Trust Deed shall remain unchanged and in full force and effect. Lender shall continue to have the right to require strict performance of the Trust Deed as modified herein and shall not be obligated to make any future modifications thereto. Subject to Section 4 hereof, it is the intention of Lender to retain as liable any and all parties, makers and endorsers to or of the Note, including accommodation parties, unless a party is expressly released by Lender in writing.

4. Non-Recourse; Trustee's Exculpation. Nothing contained in this Agreement shall be deemed to (i) cause Marc S. Simon to be personally liable to pay the principal, interest or other charges, fees or costs due under the Note or Trust Deed or to be personally liable for any covenants, obligations, indemnities or agreements contained herein or therein or to (ii) subject any portion of the trust estate of the Richard Trust or the Roger Trust, other than the Property or other collateral given to secure repayment of the Note (collectively, the "Collateral"), to liability for the payment of such principal, interest or other charges, fees or costs, it being understood and agreed that the sole remedy of Lender shall be against the Collateral.

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

Marc S. Simon

Marc S. Simon, not personally but solely as Trustee under Trust Agreement dated October 31, 1988 and known as the Richard A. Rudich Special Trust

Marc S. Simon

Marc S. Simon, not personally but solely as Trustee under Trust Agreement dated October 31, 1988 and known as the Roger D. Rudich Special Trust

THE MID-CITY NATIONAL BANK OF CHICAGO, a national banking association

By: David J. [Signature]  
its: [Signature]

ATTEST:

By: [Signature]  
its secretary

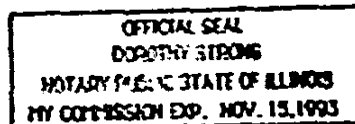
STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK    )

On this 14th day of March, 1990, before me, the undersigned, a notary public in and for said County and State, personally appeared Marc S. Simon, known to me to be the same person who executed the foregoing instrument, and acknowledged to me that as Trustee under Trust Agreement dated October 31, 1988 and known as the Richard A. Rudich Special Trust he executed the said instrument as his free and voluntary act, for the uses and purposes set forth therein.

[Signature]

Notary Public

(Seal)



Property of Cook County Clerk's Office

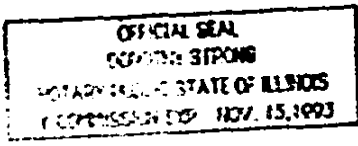
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 11th day of March, 1990, before me, the undersigned, a notary public in and for said County and State, personally appeared Marc S. Simon, known to me to be the same person who executed the foregoing instrument, and acknowledged to me that as Trustee under Trust Agreement dated October 31, 1988 and known as the Roger D. Rudich Special Trust he executed the said instrument as his free and voluntary act, for the uses and purposes set forth therein.

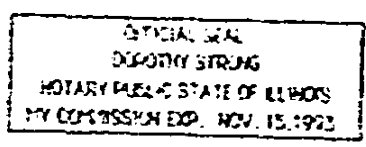
Sarah A. Strong  
Notary Public (Seal)



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a notary public in and for said County, in the State aforesaid, does hereby certify that the above-named David J. Patterson and Sarah Ann Corbett of The Mid-City National Bank of Chicago, a national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such David J. Patterson and Sarah Ann Corbett, 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 national banking association for the uses and purposes therein set forth; and the said Sarah Ann Corbett then and there acknowledged that said David J. Patterson, as custodian of the corporate seal of said national banking association, caused the corporate seal of said national banking association to be affixed to said instrument as his own free and voluntary act and as the free and voluntary act of said national banking association for the uses and purposes set forth therein.

Sarah A. Strong  
Notary Public (Seal)



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## EXHIBIT A

Lots One (1), Two (2) and Three (3) in the Subdivision of Lots Five (5), Six (6) and Seven (7) in Spohrer's Subdivision of Lot Thirty (30) in Bronson's Addition to Chicago in Section Four (4), Township Thirty-nine North (39 N), Range Fourteen (14), East (E) of the Third (3rd) Principal Meridian, in Cook County, Illinois.

SUBJECT TO: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) existing leases and tenancies; (e) special taxes or assessments for improvements not yet completed; (f) any unconfirmed special tax or assessment; (g) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (h) general taxes for the year 1989 and subsequent years; and (i) trust deed in favor of The Mid-City National Bank of Chicago securing an indebtedness in the original principal amount of \$190,000.00.

P.I.N. 17-04-223-003-0000

THIS PROPERTY IS NOT HOMESTEAD PROPERTY.

12-13-89  
Cook County Clerk's Office

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