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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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## MODIFICATION

23.0

This Modification is made as of the 20th day of June, 1990, among LaSalle National Bank, not personally, but as Trustee under Trust Agreement dated October 1, 1986, and known as Trust No. 111642 ("Trust 111642"), and LaSalle National Bank, not personally, but as trustee under Trust Agreement dated November 2, 1981 and known as Trust No. 104494 ("Trust 104494") (Trust 111642 and Trust 104494 are herein the "Mortgagor") Greenfield Village Partners, an Illinois limited partnership ("Greenfield"), 2201 Lunt Avenue Venture, an Illinois Limited Partnership ("Lunt") and Exchange National Bank of Chicago (the "Lender").

WHEREAS, Lender originally lent to Trust 111642, the sum of One Million Six Hundred Thousand Dollars (\$1,600,000.00) (the "Original Loan"); and

WHEREAS, Lender and Mortgagor have increased the Original Loan to One Million Eight Hundred Thousand Dollars (\$1,800,000.00) which amount is currently outstanding; and

WHEREAS, the Original Loan is evidenced by a Second Restated Promissory Note of Mortgagor dated October 14, 1986 (the "Second Restated Note"); and

WHEREAS, the Lender is concurrently herewith lending to Trust 104494 the additional sum of \$400,000 to make certain improvements to the Cook County Property (hereafter defined) and to pay certain taxes (the "Construction Loan"); and

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WHEREAS, the Construction Loan is evidenced by a Promissory Note (Construction) executed by Trust 104494 (the "Construction Note") and the Construction Loan is made pursuant to a Loan Agreement and Loan Extension and Modification (the "Loan Agreement") dated as of June 20, 1990 among Mortgagor, Greenfield, Lunt and Richard C. Haskell, as Borrowing Parties, and the Lender; and

WHEREAS, Trust 111642 has heretofore entered into the following documents affecting property in DuPage County, Illinois described on Exhibit A, a Mortgage dated as of October 14, 1986, recorded in DuPage County, Illinois, as Document No. R86-135852 and an Assignment of Leases and Rents - Conditional, recorded in DuPage County, Illinois, as Document No. R86-135853 and the Note referred to in the Mortgage has been further secured by a Collateral Assignment under Land Trust by Greenfield and a Security Agreement by Trust 111642 and Greenfield which is further evidenced by financing statements filed as Document Nos. R86-135854, 86-U5819, R86-135855 and 86-U5820; and

WHEREAS, Trust 104494 has heretofore entered into the following documents affecting property in Cook County, Illinois, described on Exhibit B (the "Cook County Property"), a Junior Mortgage dated as of February 2, 1989, registered with the Registrar of Titles of Cook County, Illinois as Document Number 3785652 and recorded in Cook County, Illinois as Document Number 89156627, a Junior Assignment of Leases and Rents - Conditional dated as of February 2, 1989 registered in Cook County, Illinois

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STATE OF ILLINOIS  
COUNTY OF COOK  
IN SENATE  
January 12, 1911.  
REPORT  
OF THE  
COMMISSIONERS OF THE  
LAND OFFICE  
IN RESPONSE TO A RESOLUTION  
PASSED BY THE SENATE  
MAY 11, 1909.  
CHAS. W. BROWN, CLERK.

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as Document Number 3785653 and recorded in Cook County, Illinois as Document Number 89156628 and a Security Agreement dated as of February 2, 1989 by Trust 104494 and Lunt, evidenced by Financing Statements filed as Document Number 2554661 and 2554663; and

WHEREAS, all such documents have previously been amended; and

WHEREAS, the documents described in the preceding three paragraphs are herein the "Security Documents"; and

WHEREAS, the parties have agreed to further extend the term of the Note.

NOW THEREFORE, in consideration of the premises, it is agreed:

1. That the Security Documents secure (a) the Note as restated, modified and extended by the Second Restated Note; (b) the Construction Note; and (c) the Loan Agreement (together, the "Loan Documents"). Reference in the Security Documents to a "Note" or a "Note" shall mean the Loan Documents or any of them.

2. The principal amount of the Second Restated Note is One Million Eight Hundred Thousand Dollars (\$1,800,000.00) which remains outstanding as of June 20, 1990. Interest on the Second Restated Note as amended to date shall continue to be payable monthly on the first day of each month. The principal balance remaining unpaid plus accrued interest on the Second Restated Note are due and payable on December 31, 1990.

3. The principal amount of the Construction Note is Four Hundred Thousand Dollars (\$400,000.00) which amount shall be

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

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disbursed from time to time pursuant to the Loan Agreement. Interest on the Construction Note shall be payable monthly on the first day of each month beginning August 1, 1990. The principal balance remaining unpaid plus accrued interest on the Construction Note are due and payable on December 30, 1991.

4. The maximum amount of the indebtedness secured by the Security Documents shall not exceed Four Million Two Hundred Thousand Dollars (\$4,200,000.00).

5. The Security Documents shall be equal security for the Second Restated Note and the Construction Note irrespective of the dates thereof, and the respective maturity dates thereof.

6. Except as herein specifically modified, the Security Documents shall remain in full force and effect;

7. This Modification is executed by LaSalle National Bank, not personally, but solely as Trustee of the respective trusts, aforesaid. All the covenants and conditions to be performed hereunder by said bank are undertaken by it solely as Trustee of the respective Trust, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against said bank by reason of any of the covenants, statements, or representations contained in this Modification.

GREENFIELD VILLAGE PARTNERS, an  
Illinois limited partnership

By   
Richard C. Maskell, Its  
General Partner

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LASALLE NATIONAL TRUST N.A. Successor Trustee to  
LASALLE NATIONAL BANK, not  
personally but as Trustee under  
Trust Agreement dated October 1,  
1986, known as Trust No. 111642

Attest

Therese Calli  
Assistant Secretary

By

Its

[Signature]  
Assistant Vice President

2201 LUNT AVENUE VENTURE, an  
Illinois Limited Partnership

By

[Signature]  
Richard C. Haskell, Its  
General Partner

LASALLE NATIONAL TRUST N.A. Successor Trustee to

LASALLE NATIONAL BANK, not  
personally but as Trustee under  
Trust Agreement dated November 2,  
1981, known as Trust No. 104494

Attest

Therese Calli  
Assistant Secretary

By

Its

[Signature]  
Assistant Vice President

THE EXCHANGE NATIONAL BANK OF  
CHICAGO

By

Its

[Signature]  
Senior Vice President

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STATE OF ILLINOIS )

SS

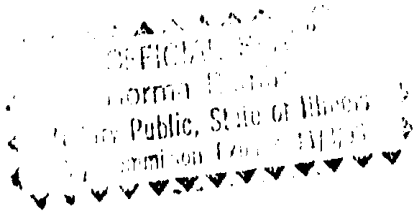
COUNTY OF C O O K )

I, NORMA RAMIREZ, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that FRANK F. HANSON, Sr. Vice President of The Exchange National Bank of Chicago, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such Sr. Vice President, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30<sup>th</sup> day of July, 1990.

Norma Ramirez  
Notary Public

My Commission Expires:



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STATE OF ILLINOIS

CLERK OF THE CIRCUIT COURT

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COOK COUNTY, ILLINOIS

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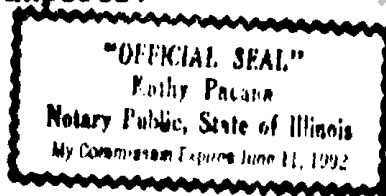
STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF C O O K )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROSEMARY BEE, Assistant Vice President of LaSalle National Bank, and ROSEMARY BEE, Assistant Secretary of said Bank, who are 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 act of said Bank for the uses and purposes therein set forth; and did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee for the respective trusts as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31st day of July, 1990.

Kathy Pincus  
Notary Public

My Commission Expires:



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PROPERTY NO. 12345  
TAX YEAR 2023

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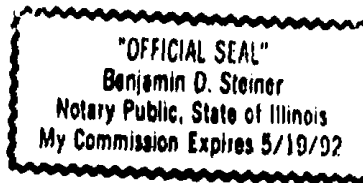
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

I, Benjamin D. Steiner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard C. Gaskin, to me personally known to be the General Partner of Greenfield Village Partners, the limited partnership that executed the foregoing instrument and that said instrument was signed on behalf of said limited partnership, and said partnership acknowledged that said instrument to be the said free act and deed of said limited partnership for the uses and purposes set forth.

GIVEN under my hand and notarial seal, this 22<sup>nd</sup> day of April, 1990.

Benjamin D. Steiner  
Notary Public

My Commission Expires:



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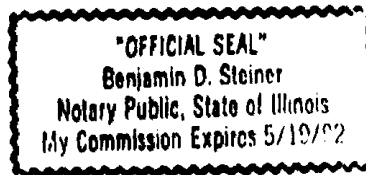
STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF C O O K )

I, Benjamin D. Steiner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard C. Washburn, to me personally known to be the General Partner of 2201 Lunt Avenue Venture, an Illinois limited partnership, who is personally known to be the same person whose name is subscribed to the foregoing instrument, as such general partner of Lunt Avenue Venture appeared before me this day in person, and acknowledged that he signed and delivered the same instrument of his own free and voluntary act and as the act of 2201 Lunt Avenue Venture, an Illinois limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22<sup>nd</sup> day of June 1990.

[Signature]  
Notary Public

My Commission Expires:



This instrument was prepared by and after recording should be returned to:  
Thomas J. Kelly  
PEDERSEN & HOUP, P.C.  
180 North LaSalle Street  
Suite 3400  
Chicago, Illinois 60601  
(312) 641-6888

Box 333

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STATE OF ILLINOIS

DEPARTMENT OF REVENUE

PROPERTY TAX

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PROPERTY TAX  
STATE OF ILLINOIS  
DEPARTMENT OF REVENUE

100 NORTH LA Salle Street  
Chicago, Illinois 60602  
(312) 442-3333



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## EXHIBIT A

### OVALTINE PREMISES

#### PARCEL ONE:

Lots 13 and 14 of the Subdivision of the West part of Lot 37 of Villa Park, being a Subdivision of part of Sections 3 and 10, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat of said Resubdivision of part of Lot 37 recorded October 8, 1909 as Document 98437, in DuPage County, Illinois.

#### PARCEL TWO:

All that part of vacated Main Street, lying between said Lots 13 and 14 in the Subdivision of the West part of Lot 37 in Villa Park, a Subdivision in Sections 3 and 10, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat of said Resubdivision recorded October 8, 1909 as Document 98437, in DuPage County, Illinois.

#### PARCEL THREE:

That part of Lot 37, lying East of Lots 13 and 14, in the Subdivision of the West Part of Lot 37, of Villa Park, a Subdivision in Sections 3 and 10, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat of Villa Park recorded November 10, 1908 as Document 95115, (excepting that part of the land falling within Monterey Avenue), in DuPage County, Illinois.

#### PARCEL FOUR:

The East 57 feet of Lot 6 in the Subdivision of the West part of Lot 37 of Villa Park, a Subdivision in Sections 3 and 10, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat of said Resubdivision recorded October 8, 1909 as Document 98437, in DuPage County, Illinois.

#### PARCEL FIVE:

Lots 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33 in Villa Park, a Subdivision in Sections 3 and 10, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded November 10, 1908 as Document 95115, (excepting

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2025 RELEASE UNDER E.O. 14176

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2025 RELEASE UNDER E.O. 14176

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that part of the land falling within Villa Avenue, Kenilworth Avenue and Monterey Avenue), in DuPage County, Illinois.

## PARCEL SIX:

That part of the West 1/2 of the North East 1/4 of Section 10, Township 39 North, Range 11, East of the Third Principal Meridian, bounded as follows: On the Westerly side by the East line of Villa Avenue; on the Easterly side by the West line of Monterey Avenue; and on the Northerly and Southerly sides by lines parallel with and distant 50 feet Northerly and 50 feet Southerly, measured at right angles, from the center line of the main track of the Minnesota and Northwestern Railroad Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 10, all in DuPage County, Illinois.

PIN: 06-10-212-006  
06-10-212-011  
06-10-202-001  
06-10-202-002  
06-10-202-003

## Address of Premises:

1 Ovaltine Place  
Villa Park, Illinois

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## EXHIBIT B

### LUNT PREMISES

The following property located in Cook County, Illinois.

The West 516.68 feet of Lot 13 in Centex Industrial Park, Unit No. 3, being a subdivision in Section 35, Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded May 1, 1959, as Document 17525861 and filed in the Office of the Registrar of Titles as Document LR 1858615 in Cook County, Illinois.

/ PIN: 08-35-202-022-000

Address of Premises: 2201 Lunt Avenue  
Elk Grove Village, Illinois

Office of Cook County Clerk's Office

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