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THIS INSTRUMENT PREPARED BY  
AND PLEASE RETURN TO:  
DAVID H. ADDIS  
SPITZER, ADDIS, SUSMAN & KRULL  
100 West Monroe Street #1100  
Chicago, Illinois 60603

\$18.00

COMMONLY KNOWN AS: 3703 West Lake Avenue, Glenview, Illinois  
P.I.N.: 04-23-300-028

FIFTH MODIFICATION AGREEMENT

THIS FIFTH MODIFICATION AGREEMENT dated as of June 1, 1991 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. 94266 ("Trust"), JORDON H. KAISER and WALTER KAISER (collectively the "Kaisers"), and LASALLE NATIONAL BANK, successor to THE EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association ("Bank");

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

(a) Commitment Letter dated September 1, 1988, from the Bank to T. J. Flanagan, Inc., an Illinois corporation ("Flanagan");

(b) Mortgage Note dated September 1, 1988 (the "Note"), from Flanagan to the Bank;

(c) 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;

(d) 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;

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

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(f) 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;

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

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

WHEREAS, the documents referred to in (a) through (h) above were modified pursuant to the Modification Agreement dated as of June 1, 1989 (the "First Modification"), 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; the Second Modification Agreement dated as of January 1, 1990 (the "Second Modification"), by and among the Trust, the Kaisers and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on February 13, 1990, as Document No. 90069886; the Third Modification Agreement dated as of July 1, 1990 (the "Third Modification"), by and among the Trust, the Kaisers and the Bank, recorded in the office of the Recorder of Deeds of Cook County, Illinois on November 2, 1990 as Document No. 90538124; and the Fourth Modification Agreement dated as of July 1, 1990 (the "Fourth Modification"), by and among the Trust, the Kaisers and the Bank, recorded in the office of the Recorder of Deeds of Cook County, Illinois on January 3, 1991 as Document No. 91002335;

WHEREAS, the documents referred to in (a) and (h) above, as modified by the First Modification, Second Modification, Third Modification and Fourth Modification 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 premises 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. Increase in Interest Rate. The rate of interest payable on the Mortgage Note is hereby increased to a variable rate equal to the LaSalle National Bank's prime rate of interest plus 2% per annum. Changes in the rate of interest resulting from a change in the prime rate shall take effect on the date of change in the prime rate. The prime rate shall mean the prime rate of interest most recently announced by LaSalle National Bank as its prime rate of interest. Said prime rate of interest is not necessarily the most favorable rate offered by LaSalle National Bank.

Section 3. Extension of Maturity. The maturity date of the loan which is evidenced and secured by the Documents, as previously extended to January 1, 1990, and from January 1, 1990 to July 1, 1990, and from July 1, 1990 to November 1, 1990, and from November 1, 1990 to June 1, 1991, is hereby further extended from June 1, 1991 to December 31, 1991 and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "July 1, 1990" is hereby changed to "December 31, 1991" each time it appears in each of 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, the Second Modification Agreement and this Agreement.

Section 6. 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 7. 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 8. 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 9. 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.

Section 10. Amendment, 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 11. 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 12. 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 13. 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 14. Payment of Expenses. Kaisers, jointly and severally, agree to pay all of Bank's expenses arising out of and in connection with this instrument including, but not limited to, reasonable attorneys' fees incurred in the preparation of necessary documentation, title insurance and recording charges.

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Section 15. 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.

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

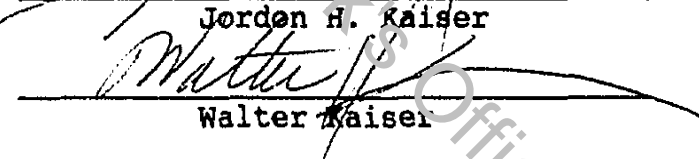
HARRIS TRUST AND SAVINGS BANK, as  
Trustee as aforesaid, and not personally

By:   
Its \_\_\_\_\_

Attest:  
Its \_\_\_\_\_

ASSISTANT SECRETARY

  
Jordan H. Kaiser

  
Walter Kaiser

LASALLE NATIONAL BANK, successor to  
THE EXCHANGE NATIONAL BANK OF  
CHICAGO

By: \_\_\_\_\_  
Its \_\_\_\_\_

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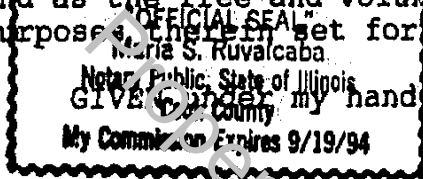
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STATE OF ILLINOIS )

SS

COUNTY OF C O O K )

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that William Beggs and KENNETH E. PIEKUT, Vice President and ASST Secretary, respectively, of Harris Trust and Savings Bank, as Trustee as aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Trustee for the uses and purposes therein set forth.



GIVEN under my hand and Notarial Seal 21st of August, 1991.

Maria S. Ruvalcaba  
Notary Public

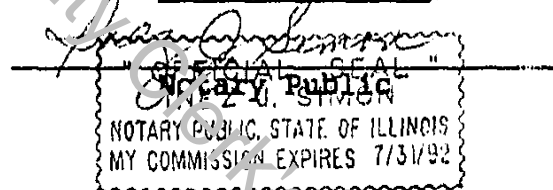
STATE OF ILLINOIS )

SS

COUNTY OF C O O K )

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Jordon Kaiser and Walter Kaiser, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 8/13, 1991.



STATE OF ILLINOIS )

SS

COUNTY OF C O O K )

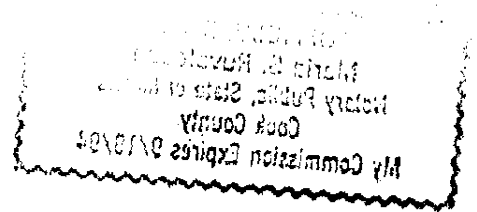
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that \_\_\_\_\_, \_\_\_\_\_ President, of LaSalle National Bank, successor to The Exchange National Bank of Chicago, personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal \_\_\_\_\_, 1991.

\_\_\_\_\_  
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

COMMONLY KNOWN AS: 3703 West Lake Avenue, Glenview, Illinois  
P.I.N.: 04-28-300-028

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