

This document prepared by
After recording return to:
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225 W. Washington St., #1700
Chicago, IL 60606

MAIL TO

31-485140

EXTENSION OF AND FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT, JUNIOR MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT, PROMISSORY NOTE AND OTHER SECURITY DOCUMENTS

own NBD TRUST COMPANY OF ILLINOIS, SUCCESSOR TRUSTEE TO

THIS EXTENSION OF AND FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT, JUNIOR MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT, PROMISSORY NOTE AND OTHER SECURITY DOCUMENTS, dated as of July 31, 1991, by and among BANK OF WHEATON, not personally but as Trustee under Trust Agreement dated March 2, 1976 and known as Trust No. 2829-WH (hereinafter called "Mortgagor"), whose mailing address is 211 South Wheaton Avenue, Wheaton, Illinois 60187; Stanley J. Kukla, Jr., Fred Kukla and Robert J. Kukla (collectively "Kukla"), whose mailing address is 855 Morse Avenue, Elk Grove, Illinois; and WESTERN LIFE INSURANCE COMPANY, a Minnesota corporation ("Mortgagee"), whose mailing address is c/o James R. Logan, AMEV Venture Management, Inc., 333 Thornall Street, 2nd Floor, Edison, NJ 08827.

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W I T N E S S E T H:

WHEREAS, on July 1, 1983, Mortgagee made a \$681,035.00 loan (the "Loan") to Mortgagor, the proceeds of which Loan were used to acquire and perform improvements to the property located at 855 Morse Avenue, Elk Grove, Illinois (the "Property").

WHEREAS, the beneficiaries of Mortgagor are Kukla.

WHEREAS, the Property consists of two parcels, Parcel 1 and Parcel 2, and is legally described in Exhibit A attached hereto.

WHEREAS, the Loan is secured by the following documents:

A. Promissory Note, executed by Mortgagor and dated July 1, 1983, in the original principal amount of \$681,035.00.

B. Mortgage, Security Agreement and Financing Statement ("Mortgage") dated July 1, 1983, executed by Mortgagor for the benefit of Mortgagee, and recorded against Parcel 1 with the Recorder of Deeds of Cook County, Illinois (the "Recorder"), on July 14, 1983, as Document No. 2668782.

C. Junior Mortgage, Security Agreement and Financing Statement ("Junior Mortgage") dated July 1, 1983, executed by Mortgagor for the benefit of Mortgagee and recorded against Parcel 2 with the Recorder on July 14, 1983, as Document No. 26687871.

D. Assignment of Rents and Leases (Borrower and Beneficiary) executed by Mortgagor and Kukla for the benefit of Mortgagee dated July 1, 1983, and recorded with the Recorder, on July 14, 1983, as Document No. 26688291.

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E. Security Agreement (Beneficiary) executed by Kukla for the benefit of Mortgagee dated July 1, 1983.

F. UCC-1 and UCC-2 Financing Statements executed by Mortgagor and Kukla for the benefit of Mortgagee.

WHEREAS, the documents listed in subparagraphs A through F above, and any other document executed by Mortgagor and/or Kukla for the benefit of Mortgagee are hereinafter collectively referred to as the "Security Documents".

WHEREAS, the Security Documents require payment of the Loan in full on August 1, 1991 (the "Maturity Date").

WHEREAS, Mortgagor and Kukla have requested that the Maturity Date be extended to November 1, 1991 and Mortgagee is willing to so extend the Maturity Date on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants conditions, promises and agreements herein contained, the sufficiency of which is hereby acknowledged by the parties, it is hereby agreed as follows:

1. The recitals set forth above are incorporated by reference as though fully set forth herein.

2. The Maturity Date as set forth in the Promissory Note, Mortgage, Junior Mortgage and any of the Security Documents is hereby amended from August 1, 1991 to November 1, 1991.

3. Mortgagor and Kukla agree as follows:

A. All other terms, conditions and covenants of the Security Documents remain in full force and effect.

B. To comply with all the terms, conditions and covenants contained in the Security Documents.

C. To pay the Loan in full on or before November 1, 1991.

4. Mortgagor and Kukla agree to pay all of Mortgagee's costs and expenses incurred in connection with its approval of the extension of the Maturity Date including attorneys' fees and title expenses.

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

NRD TRUST COMPANY OF ILLINOIS, SUCCESSOR TRUSTEE TO BANK OF WHEATON, not personally but as Trustee aforesaid.

By: [Signature]
Title: TRUST OFFICER

Attest: [Signature]
Title: Assistant Secretary

EXONERATION PROVISION RESTRICTING ANY LIABILITY... BEING... EXPRESSLY...

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STATE OF ILLINOIS)
DU PAGE) SS.
COUNTY OF COOK)

*/ NBD Trust Company of Illinois, Successor Trustee to

I, the undersigned,, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CANDISE A. WEST, personally known to me and known by me to be the Trust Officer of the *BANK OF WHEATON, a national banking association having trust powers, and JANE C. HOON, personally known to me to be the Assistant Secretary of said association, and 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 severally acknowledged that, as such Trust Officer and Assistant Secretary of said association as Trustee as aforesaid, they signed the foregoing instrument as such Trust Officer and Assistant Secretary of said association as Trustee as aforesaid, and caused the seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association as their free and voluntary act, and as the free and voluntary act and deed of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

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GIVEN under my hand and Notarial Seal this 17th day of September, 1991.



Donna May Saellinger
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, the undersigned,, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that all named parties and partners are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, that they appeared before me this day in person and acknowledged that he signed the foregoing instrument as their free and voluntary act for the use and purpose therein set forth, and certified that they were authorized to do so by the Partnership.

GIVEN under my hand and Notarial Seal this 17th day of September, 1991.

Nancy Cooper
Notary Public

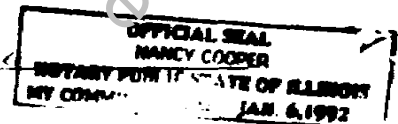


EXHIBIT "A"Parcel 1:

LOT 1 IN KUKLA RESUBDIVISION NO. 2 BEING A RESUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART OF LOT 1 IN KUKLA RESUBDIVISION NO. 2 BEING A RESUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 69.00 FEET (MEASURED AT RIGHT ANGLES) EAST OF THE WEST LINE OF SAID LOT 1 AND 133.64 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE EASTERLY 129.42 FEET TO A POINT 133.17 FEET SOUTH OF SAID NORTH LINE AND 198.42 FEET EAST OF SAID WEST LINE; THENCE NORTHERLY 16.10 FEET TO A POINT 117.48 FEET SOUTH OF SAID NORTH LINE AND 198.17 FEET EAST OF SAID WEST LINE; THENCE EASTERLY 65.33 FEET TO A POINT 117.41 FEET SOUTH OF SAID NORTH LINE AND 263.50 FEET EAST OF SAID WEST LINE; THENCE SOUTHERLY 178.10 FEET TO A POINT 295.51 FEET SOUTH OF SAID NORTH LINE AND 264.04 FEET EAST OF SAID WEST LINE; THENCE WESTERLY 195.02 FEET TO A POINT 295.66 FEET SOUTH OF SAID NORTH LINE AND 69.00 FEET EAST OF SAID WEST LINE; THENCE NORTHERLY 162.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Parcel 2:

THAT PART OF LOT 1 IN KUKLA RESUBDIVISION NO. 2 BEING A RESUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 69.00 FEET (MEASURED AT RIGHT ANGLES) EAST OF THE WEST LINE OF SAID LOT 1 AND 133.64 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE EASTERLY 129.42 FEET TO A POINT 133.17 FEET SOUTH OF SAID NORTH LINE AND 198.42 FEET EAST OF SAID WEST LINE; THENCE NORTHERLY 16.10 FEET TO A POINT 117.48 FEET SOUTH OF SAID NORTH LINE AND 198.17 FEET EAST OF SAID WEST LINE; THENCE EASTERLY 65.33 FEET TO A POINT 117.41 FEET SOUTH OF SAID NORTH LINE AND 263.50 FEET EAST OF SAID WEST LINE; THENCE SOUTHERLY 178.10 FEET TO A POINT 295.51 FEET SOUTH OF SAID NORTH LINE AND 264.04 FEET EAST OF SAID WEST LINE; THENCE WESTERLY 195.02 FEET TO A POINT 295.66 FEET SOUTH OF SAID NORTH LINE AND 69.00 FEET EAST OF SAID WEST LINE; THENCE NORTHERLY 162.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 855 Morse Avenue, Elk Grove, IL

Tax Id. Numbers: 08-34-308-006 and 007

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RIDER ATTACHED TO AND MADE A PART OF EXTENSION OF THE FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT, JUNIOR MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT, PROMISSORY NOTE AND OTHER SECURITY DOCUMENTS DATED AS OF JULY 31, 1991 UNDER TRUST NO. 2829-WH

This Mortgage or INSTRUMENT in the nature of a mortgage is executed by NBD TRUST COMPANY OF ILLINOIS, not personally but as Trustee under Trust No. 2829-WH in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said NBD TRUST COMPANY OF ILLINOIS hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein or in the Note or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of the Mortgagor or Grantor, or on said NBD TRUST COMPANY OF ILLINOIS, personally, to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the Mortgagee or Trustee under said Trust Deed, the legal owner(s) or holder(s) of said Note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the Mortgagor or Grantor and said NBD TRUST COMPANY OF ILLINOIS personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantors, if any. All the covenants and conditions to be performed hereunder by NBD TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD TRUST COMPANY OF ILLINOIS by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

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