

# UNOFFICIAL COPY

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CAROL MOSELEY BRAUN

RECORDER

PLEASE LIST DOCUMENT NUMBER AND ANY INCONSISTENCY THAT MAY BE REFLECTED  
ON THE MICROFILM ROLL:

DOCUMENT NUMBER

91492404

REMARKS:

SHOT WRONG.

CONNECTED

DATE:

9/30/91

THANK YOU

Property of Cook County Clerk's Office

NOW, THEREFORE, the parties hereto agree to extend the Maturity date of the Mortgage, Note, and Assignment of Accounts Receivable and Equipment to November 9, 1991. The parties further agree that the outstanding principal balance of Three million two hundred three thousand three hundred thirty three dollars and 00/100 (\$3,203,333.00) shall bear interest at the rate of Harris Bank Hinsdale's Prime plus one percent, floating and that interest shall be payable monthly on the 9th day of each and every month beginning April 9, 1991 with the final payment of all unpaid

WHEREAS, said note is due and payable and the parties wish to amend the terms of the mortgage and note;

WHEREAS, on March 9, 1990, the parties hereto executed a Loan Modification Agreement extending the maturity date and amending the terms of the Mortgage, Note and Assignment of Accounts Receivable and Equipment recorded April 18, 1990 in the Records Office of Cook County, Illinois as Document No. 90176120.

WHEREAS, on August 14, 1989, the parties hereto executed a Loan Modification Agreement extending the maturity date and increasing the loan amount to Three million five hundred thousand and 00/100 (\$3,500,000.00) amending the terms of the Mortgage, Note and Assignment of Accounts Receivable and Equipment recorded September 1, 1989 in the Records Office of Cook County, Illinois as Document No. 89411751.

WHEREAS, on March 9, 1989, the parties hereto executed a Loan Modification Agreement extending the maturity date and amending the terms of the Mortgage, Note and Assignment of Accounts Receivable and Equipment recorded April 7, 1989 in the Records Office of Cook County, Illinois as Document No. 89152892.

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF**

as: WHEREAS, Mortgagee has agreed to lend Mortgagee and Co-borrower the principal amount of Two million five hundred thousand and no/100 dollars (\$2,500,000.00) evidenced by a promissory note dated March 9, 1988, and secured by a Mortgage dated March 9, 1988, recorded March 23, 1988, with the Records Office of Cook County, Illinois, as Document No. 8818686, mortgaging, granting, and conveying and assigning to Mortgagee the property legally described

THIS AGREEMENT dated March 9, 1991, by and between Harris Bank Hinsdale, National Association ("Mortgagee"); and Harris Bank Hinsdale, National Association, as Trustee under Trust Agreement dated March 8, 1988 and known as Trust Number L-1856, ("Mortgagee"); and Kayt Equity Group, Ltd. d/b/a Chalet Sports Core ("Co-borrower") witnesseth:

**LOAN MODIFICATION AGREEMENT**

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WITNESSES

By: [Signature]  
Vice President  
Harris Bank Hinsdale, National Association

IN WITNESS WHEREOF, Mortgagee has executed this Loan Modification Agreement this 9th day of March, 1991.

By: [Signature]  
Land Trust Officer  
Attest: Assistant Vice President

IN WITNESS WHEREOF, Mortgagee has executed this Loan Modification Agreement this 9th day of March, 1991.  
Harris Bank Hinsdale, National Association as Trustee Under Trust Agreement Dated March 8, 1988 and known as Trust No. L-1856 and not personally

This Loan Modification Agreement is executed by the Harris Bank Hinsdale, National Association, not personally, but as Trustee as aforesaid in the exercise of the power and authority vested in it as such Trustee; and it is expressly understood and agreed that nothing contained herein or in said note and mortgage shall be construed as creating any liability on the Harris Bank Hinsdale, National Association 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 contained herein, all such liability, if any, being expressly waived by the Trustee and by every person now or hereafter claiming any right of security hereunder, and that so far as the Harris Bank Hinsdale, National Association as Trustee and its successors and 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 conveyed thereby for the payment hereof, 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 guarantor, if any.

In all other respects, the parties hereto reconfirm and ratify the provisions of the original Mortgage and Note.

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IN WITNESS WHEREOF, Co-Borrower has executed this Loan Modification Agreement this 9th day of March, 1991.

Wayt Equity Group, Ltd. d/b/a  
Chalet Sports Core

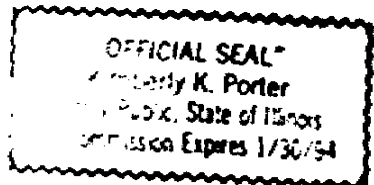
By: [Signature]  
President

State of Illinois )  
County of DuPage )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Janet Hale, who is Land Trust Officer of Harris Bank Hinsdale, National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Land Trust Officer, and Debralee Nelson, Assistant Vice President of Harris Bank Hinsdale, National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 9th day of March, 1991.

My commission expires: \_\_\_\_\_

[Signature]  
Notary Public

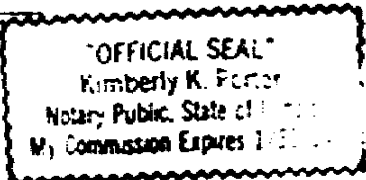


State of Illinois )  
County of DuPage )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Darlene A. Snoler, Vice President of Harris Bank Hinsdale, National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that she signed and delivered the foregoing instrument as her free and voluntary act for the uses and purposes therein set forth. Given under my hand and seal this 9th day of March, 1991.

My commission expires: \_\_\_\_\_

[Signature]  
Notary Public



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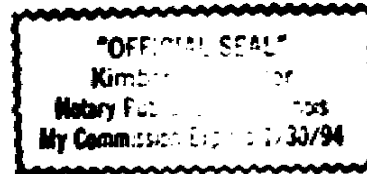
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State of Illinois )  
County of DuPage )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Robert S. Wayt, President of Wayt Equity Group, Ltd. d/b/a Chalet Sports Core, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act for the uses and purposes therein set forth. Given under my hand and seal this 9th day of March, 1991.

My commission expires: \_\_\_\_\_

Kimberly A. Porter  
Notary Public



PREPARED BY AND MAIL TO:

KIM PORTER  
HARRIS BANK HINSDALE, N.A.  
50 SOUTH LINCOLN STREET  
HINSDALE, IL 605211

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11/15/2011

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## EXHIBIT A

Parcel 1: That part of the South 1/2 of the East 1/2 of the South East 1/4 of the North East 1/4 of Section 31, Township 38 North, Range 12 East of the Third Principal Meridian, located as follows: beginning at a point on the West Line of said South 1/2 of the East 1/2 of the South East 1/4 of the North East 1/4 110.32 feet Southerly of the North West Corner thereof, thence Easterly parallel with the North Line thereof 69.7 feet, thence North 46 degrees, 39 minutes, 8 seconds East 23.16 feet, thence North 75 degrees, 07 minutes, 28 seconds East 17.88 feet, thence South 82 degrees, 28 minutes, 46 seconds East 6.26 feet, thence South 47 degrees, 15 minutes, 26 seconds East 12.92 feet, thence South 20 degrees, 31 minutes, 06 seconds East 11.64 feet, to a point on a line 110.32 feet South of and parallel with the North Line thereof, thence Easterly along said parallel line 350.73 feet to the West Line of the East 1/2 of the South 1/2 of the East 1/2 of the South East 1/4 of the North East 1/4 of Section 31, aforesaid, thence North along said West Line 110.32 feet of the North Line thereof, thence westerly along the North Line thereof 473.54 feet to the North West Corner thereof, thence Southerly along the West Line thereof 110.32 feet of the point of beginning in Cook County, Illinois.

Parcel 2: The North 150 feet of the East 167.46 feet of the South 1/2 of the East 1/2 of the South East 1/4 of the North East 1/4 of Section 31, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Parcel 3: The South 25 feet of the South 2 acres of the North 1/2 of the East 1/2 of the South East 1/4 of the North East 1/4 (except the East 242.46 feet thereof) of Section 31, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Parcel 4: The South 25 feet of the East 242.46 feet of the North 1/2 of the East 1/2 of the South East 1/4 of the North East 1/4 of Section 31, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Parcel 5: The South 2 acres of the North 1/2 of the East 1/2 of the South East 1/4 of the North East 1/4 (except the East 242.46 feet thereof) and except the South 25 feet thereof) of Section 31, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

P.L.N 18 31 203 015, 18 31 203 016, 18 31 203 017, 18 31 203 023, 18 31 203 026

Property Address 8300 South Wolf Road, Arrow Springs, Illinois

91492404