

UNOFFICIAL COPY  
MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

Loan # 304054

This Modification of Mortgage and Assignment of Rents is entered into as of the 11 day of April, 1991, by PIONEER BANK & TRUST COMPANY, not personally, but as Trustee under a written Trust Agreement dated July 7, 1987 and known as Trust No. 24856 (the "Trustee") in favor of PIONEER BANK & TRUST COMPANY ("PIONEER"), and pertains to the real estate described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

WHEREAS, Trustee executed and delivered to PIONEER a Mortgage Note (the "Mortgage Note") dated July 15, 1987 in the original principal amount of Seven Hundred Forty-Seven Thousand Dollars (\$747,000.00); and

WHEREAS, as security for the repayment of the indebtedness evidenced by the Mortgage Note, Trustee executed and delivered to PIONEER, among other things, a Mortgage (the "Mortgage") and an Assignment of Rents (the "Assignment of Rents"), each dated July 15, 1987 and pertaining to the Property; and

WHEREAS, Trustee has requested that PIONEER make additional loans to Trustee evidenced by the Secured Promissory Note (the "Note") of even date herewith in the amount of Twenty-Five Thousand Dollars (\$25,000.00) executed and delivered to PIONEER by the Trustee, and the Trustee may request further loans or advances from PIONEER hereafter; and

WHEREAS, to induce PIONEER to loan such additional funds to Trustee, Trustee has agreed, among other things, to execute this Modification of Mortgage and Assignment of Rents;

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NOW, THEREFORE, In consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustee does hereby agree as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Mortgage.

2. The forgoing recitals are incorporated herein and made a part hereof.

3. The Mortgaged Property described in the Mortgage and the rents, issues, deposits and profits described in the Assignment of Rents shall secure payment of the Loan, payment of all indebtedness of the Trustee to PIONEER under the Note, the payment of any and all other indebtedness, direct, indirect or contingent, that may now or hereafter become due and owing from the Trustee, DANIEL J. MURPHY, LINDA M. MURPHY or STEPHEN D. BARKER (collectively the "Guarantors") to PIONEER and the performance of all other obligations of Trustee or the Guarantors to PIONEER under the Note, this Modification of Mortgage and Assignment of Rents, any Loan Documents, and any other agreements now existing or hereafter entered into between Trustee or the Guarantors and PIONEER, the sum of which indebtedness and obligations shall not exceed Two Million Dollars (\$2,000,000.00).

4. Nothing herein shall be deemed to modify or affect in any way the terms of the Mortgage Note or the indebtedness evidenced thereby.

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5. Except as expressly modified herein, each of the Mortgage and the Assignment of Rents shall remain in full force and effect.

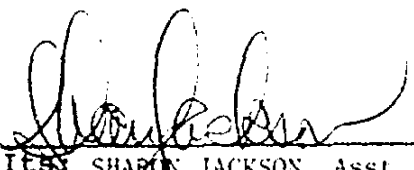
6. This Modification of Mortgage and Assignment of Rents is subject to the condition precedent that the Mortgage is and shall remain a valid and subsisting first lien on the Property as of the date hereof.

IN WITNESS WHEREOF, the undersigned has hereby subscribed his name this 11th day of April, 1991.

PIONEER BANK & TRUST COMPANY, not personally, but as Trustee under a written Trust Agreement dated July 7, 1987 and known as Trust No. 24856.

By:   
DANIEL N. WLODEK  
Its: Trust Officer

ATTEST:

  
ITSS SHARON JACKSON, Asst. Secretary

This document is hereby accepted by the Pioneer Bank & Trust Company as Trustee and accepted upon the express understanding that the Pioneer Bank & Trust Company is not personally liable upon or in consequence of any or the covenants of this document, either expressed, or implied.

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ACKNOWLEDGMENT 91520744

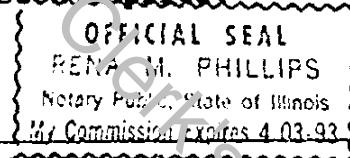
STATE OF ILLINOIS)  
COUNTY OF C O O K) SS.

I, Rena M. Phillips, a Notary Public  
in and for and residing in said County and State, DO HEREBY  
CERTIFY that DANIEL N. WLODEK and  
SHARON JACKSON, the Trust Officer  
and Assistant Secretary of PIONEER BANK & TRUST COMPANY, per-  
sonally 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  
said instrument as their own free and voluntary act and as the  
free and voluntary act of said company for the uses and purposes  
set forth therein.

GIVEN under my hand and notarial seal this 11th day  
of April, 1991.

Rena M. Phillips  
Notary Public

My commission expires:



Return to Maria Espartero

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EXHIBIT A C 2 0 7 4

## LEGAL DESCRIPTION

### PARCEL 1:

Lots 8,9, 10 and 11 and the West One-Third of Lot 7 in Block 1, in Harlem, being Quick's Subdivision of part of the Northeast quarter of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian North of Railroad and South of Lake Street, Cook County, Illinois.

### PARCEL 2:

That part of the West Two-Thirds of Lot 6 and the East Two-Thirds of Lot 7 in Block 1 in Harlem, said Harlem being a subdivision by John S. Quick of a part of the Northeast quarter of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian, lying North of a line 80 feet South of and parallel with the North line of said Lots 6 and 7 and lying East of a line 80 feet West of and parallel with the East line of Lot 1 in Schlund's Resubdivision of Lots 1,2,3,4,5 and the East One-Third of Lot 6 in Block 1 in said Harlem;

Also all that part of Lot 1 in Schlund's Subdivision of Lots 1,2,3,4,5 and the East One-Third of Lot 6 in Block 1 in Harlem Quick's Subdivision of part of the Northeast quarter of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian lying North of a line beginning on the East line of and at a point 74 feet South of the North line of said Lot 1, thence in a Westerly direction parallel with the North line of said Lot 1, for a distance of 25 feet; thence in a Southerly direction parallel with the East line of said Lot 1, for a distance of 6 feet; thence in a Westerly direction to a point on the West line of and 80 feet South of the North line of said Lot 1, all in Cook County, Illinois.

### PARCEL 3:

Easement for the benefit of Parcel 2 as created by Easement Agreement made by and between Wieboldt Stores, Inc., a corporation of Illinois, and Lucille Martin, as Trustee under Trust Agreement dated November 7, 1935 and her successors and assigns, dated September 28, 1936 and recorded October 3, 1936 as Document No. 11889061 and re-recorded as Document No. 11894674 for the purpose of a driveway for trucks and delivery cars over the following described property: over that part of the land which lies North of a line 90 feet South of and parallel to the North line of said Lot 1 and Lots 6 and 7 hereinafter described as follows: that part of Lot 1 (except the East 16 feet thereof) in Schlund's Resubdivision of Lots 1,2,3,4 and 5 and the East 1/3 of Lot 6 in Block 1 in Harlem, Quick's subdivision of part of the Northeast Quarter of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian, in River Forest, Cook County, Illinois, lying South of a line beginning at the East line of and at a point 74 feet South of the North line of said Lot 1; thence in a Westerly direction parallel with the North line of said Lot 1, for a distance of 25 feet; thence in a Southerly direction parallel

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with the East line of said Lot 1, for a distance of 6 feet; thence in a westerly direction to a point on the West line of and 80 feet South of the North line of said Lot 1, in Cook County, Illinois;

Also over that part of the West 2/3 of Lot 6 and the East 2/3 of Lot 7 in Harlem, said Harlem being a Subdivision of John S. Quick of a part of the Northeast Quarter of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, lying South of a line 80 feet South of and parallel with the North line of said Lots 6 and 7 and lying East of a line 80 feet West of and parallel with the East line of Lot 1 in Schlund's Resubdivision of Lots 1,2,3,4,5 and the East 1/3 of Lot 6 in Block 1 in said Harlem, in Cook County, Illinois.

## Common Address of Property:

7214-49 West Lake Street  
River Forest, Illinois

## Permanent Tax Identification Number:

*B40 am*  
15-12-222-001-0000 *LOT 7, 8, 9, 10, 11*  
15-12-222-002-0000 *LOT 6 B40*  
15-12-222-004-0000 *LOT 1*

*B60 am*

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