

1550 E

"THAT WHEREAS, at the direction of the Beneficiary under the above-described Trust Agreement, First Party promises to pay out of the portion of the trust estate subject to the Trust Agreement and hereinafter specifically described, the principal sum of SIXTY-SEVEN THOUSAND SEVEN HUNDRED THIRTY-FIVE DOLLARS and 98/100 CENTS (\$67,735.98) evidenced by the following promissory note:

1. The statement and description of the indebtedness secured by the Trust Deed is amended, restated and modified to read as follows:

NOW THEREFORE, in consideration of the premises, and in consideration of the agreement by Town of Cicero to renew and extend the time of payment of the balance of the Note, First Party and Town of Cicero hereby agree that the Trust Deed shall be and is hereby modified and amended as follows:

WHEREAS, First Party, at the direction of the beneficiary, and to induce Town of Cicero to renew and extend the Note, has agreed to modify and amend the Trust Deed as hereinafter set forth in order to secure the renewal promissory note described below, and in order to make certain other amendments described below.

WHEREAS, Beneficiary has requested Town of Cicero to renew and extend the Note, and Town of Cicero has agreed to do so, but only on the terms and conditions set forth in this Agreement; and

WHEREAS, said Trust Deed was recorded on October 10, 1985, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 85230775; and

STREET ADDRESS: 1445 South Laramie Avenue -- Cicero, Illinois 60650

FIN: 16-21-216-015 through 021

LEGAL DESCRIPTION ATTACHED AND INCORPORATED HEREIN BY REFERENCE

COOK COUNTY RECORDER \*F-91-675739

DEPT-01 RECORDINGS 148888 TRAM 7436 12/24/91 11:22:00 \$15.50

WHEREAS, at the direction of the beneficiary under the above-described Trust Agreement, First Party, to secure payment of the Note executed a certain Trust Deed dated August 5, 1985, (the "Trust Deed") mortgaging, granting and conveying to Town of Cicero the following described real estate:

WHEREAS, at the direction of the beneficiary (the "Beneficiary") under the above-described Trust Agreement, the First Party promised to pay out of the portion of the trust estate subject to the Trust Agreement the principal sum of \$122,500.00 evidenced by a promissory note dated August 5, 1985, executed by Robert Weed in the principal sum of \$122,500.00 (the "Old Note") and payable to the Town of Cicero in installments and with interest as therein described;

the indebtedness secured by the Trust Deed herein modified. personally, herein referred to as the "First Party", and Town of Cicero, holder of Trust Agreement dated June 27, 1985, and known as Trust Number 9549 and not per-

19 90, by MANUFACTURERS AFFILIATED TRUST COMPANY, SUCCESSOR TRUSTEE TO AFFILIATED BANK/WESTERN NATIONAL, F/K/A WESTERN NATIONAL BANK OF CICERO, as Trustee under

This Modification Agreement is entered into this 5th day of August

MODIFICATION OF TRUST DEED

91675739

91675739

# UNOFFICIAL COPY

TO THE HONORABLE CLERK OF THE COURT  
IN AND FOR THE COUNTY OF COOK  
STATE OF ILLINOIS

IN RE: [Illegible Name]  
[Illegible Address]  
[Illegible City, State, Zip]

TO THE HONORABLE CLERK OF THE COURT  
IN AND FOR THE COUNTY OF COOK  
STATE OF ILLINOIS

IN RE: [Illegible Name]  
[Illegible Address]  
[Illegible City, State, Zip]

TO THE HONORABLE CLERK OF THE COURT  
IN AND FOR THE COUNTY OF COOK  
STATE OF ILLINOIS

IN RE: [Illegible Name]  
[Illegible Address]  
[Illegible City, State, Zip]

TO THE HONORABLE CLERK OF THE COURT  
IN AND FOR THE COUNTY OF COOK  
STATE OF ILLINOIS

IN RE: [Illegible Name]  
[Illegible Address]  
[Illegible City, State, Zip]

Property of Cook County Clerk's Office

11/15/2024

" , or (c) in the event a default occurs in the observance or compliance with any other covenant, warranty, term or provision of this Trust Deed, or in

language at the end of the paragraph:  
4. Paragraph No. 3 of the Trust Deed is hereby amended to add the following

3. All references in the Trust Deed to "Mortgagor" or "Mortgagors" are hereby deleted and replaced with "First Party".

2. The Trust Deed is hereby amended to name Manufacturers Affiliated Trust Company as the Successor in Trust. The Successor Trustee shall have the identical title, powers, and authority as originally given to the Trustee under the Trust Deed.

1. The Trust Deed is hereby amended to read in its entirety as follows: "The following described Real Estate situated, lying and being in the County of Cook and State of Illinois, to wit: " described above, including all renewals, extensions, modifications and refinancing thereof (collectively, herein referred to as the "note"), the performance of the covenants and agreements herein contained, all sums advanced in accordance herewith to protect the security of this Trust Deed, the reasonable attorneys' fees and expenses incurred by holders of the note in collection of the note, and in foreclosing the lien of this Trust Deed, does by these presents grant, remise, release, alien, and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the County of Cook and State of Illinois, to wit: "

NOW THEREFORE, First Party, to secure the payment of the promissory note described above, including all renewals, extensions, modifications and refinancing thereof (collectively, herein referred to as the "note"), the performance of the covenants and agreements herein contained, all sums advanced in accordance herewith to protect the security of this Trust Deed, the reasonable attorneys' fees and expenses incurred by holders of the note in collection of the note, and in foreclosing the lien of this Trust Deed, does by these presents grant, remise, release, alien, and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the County of Cook and State of Illinois, to wit: "

All parties hereto severally waive presentment for payment notice of dishonor, protest, and notice of protest.  
The payment of this note is secured by Trust Deed, bearing August 5, 1985, date, to Town of Cicero and recorded in the Recorder of Deeds Office as Document #85230775 on real estate in the County of Cook, Illinois; and it is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become due and payable at the place of payment aforesaid in case of default in payment of principal or interest when due in accordance with the terms hereof or in case of default shall occur and continue for three days (in which event election may be made at any time after the expiration of three (3) days without notice) in the performance of any other agreement contained in said Trust Deed.

The principal of each of said installments, unless paid when due, shall bear interest at the rate of 10% per annum. Said payments are to be made at such banking house or trust company in Cicero, Illinois, as the legal holder of this note may from time to time in writing appoint, and in the absence of such appointment, then at the Affiliated Bank/Western National, Cicero, Illinois.

A promissory note dated August 5, 1990, in the principal sum of \$67,735.98 executed by Robert Weed, and payable to the order of Town of Cicero and interest from August 5, 1990, on the balance of principal remaining from time to time unpaid at the rate of 8% per annum payable in installments (including principal and interest) as follows: \$1,170.70 or more on the 15th day of September, 1990, and \$1,170.70 or more on the 15th day of each month thereafter until this note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of September, 1996. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid balance and the remainder to principal.

91675739

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0100000000

any separate assignment of rents made by First Party, or in any other document or instrument executed by Robert Weed in connection with the indebtedness secured hereby, or (d) if any representation or warranty made by First Party herein or by Robert Weed in the note or in any other instrument or document securing the note or relating thereto proves to be untrue or misleading in any material respect as of the date of issuance or making thereof, or (e) if Robert Weed or any of the guarantors of the indebtedness hereby secured (a "Guarantor") becomes insolvent or bankrupt or admits in writing its, his, or her inability to pay its, his, or her debts as they mature or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian, or receiver for the major part of its, his, or her property or such a trustee, custodian, or receiver is appointed for Robert Weed or any Guarantor or for the major part of the properties of any of them and is not discharged within 30 days after such appointment, or bankruptcy, reorganization, arrangement, insolvency, readjustment, liquidation, dissolution or other proceedings for relief under any present or future bankruptcy laws or laws or other statute, law, or regulation for the relief of debtors are instituted by or against Robert Weed or any Guarantor and if instituted against such party are consented to or acquiesced in or are not dismissed within 30 days after such institution, or Robert Weed, or any Guarantor takes any action in contemplation of or furtherance of any of the foregoing, or (f) if there shall be any execution, attachment, or levy on the premises not stayed or released with 30 days."

5. This Modification of Trust Deed is executed by Manufacturers Affiliated Trust Company, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Manufacturers Affiliated Trust Company, hereby warrants that it possessed full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the note shall be construed as creating any liability on Manufacturers Affiliated Trust Company personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants, conditions, and agreements herein or therein contained, either express or implied.

6. Except as herein modified, all terms and conditions of the Trust Deed remain in full force and effect.

IN WITNESS WHEREOF, this Modification of Trust Deed is executed as of the 5th day of August, 19 90.

MANUFACTURERS AFFILIATED TRUST COMPANY,  
SUCCESSOR TRUSTEE TO AFFILIATED BANK/  
WESTERN NATIONAL, F/K/A WESTERN NATIONAL  
BANK OF CICERO, AS TRUSTEE UNDER TRUST NUMBER  
9549, AND NOT PERSONALLY, FIRST PARTY

By: [Signature]  
Its Suzanne Goldstein Baker, Vice President

ATTEST: [Signature]  
Its WILLIE JACOBS, AUTHORIZED OFFICER

91675739

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-01-10 10:10:10

# UNOFFICIAL COPY

## LEGAL DESCRIPTION

LOTS 25, 26, 27, 28, 29, 30 AND 31 IN BLOCK 36 IN  
GRANT LOCOMOTIVE WORKERS ADDITION TO CHICAGO, A  
SUBDIVISION OF SECTION 21, TOWNSHIP 39 NORTH, RANGE  
13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

PIN:	16-21-216-021-0000	LOT 25
	16-21-216-020-0000	LOT 26
	16-21-216-019-0000	LOT 27
	16-21-216-018-0000	LOT 28
	16-21-216-017-0000	LOT 29
	16-21-216-016-0000	LOT 30
	16-21-216-015-0000	LOT 31

PROPERTY ADDRESS: 1445 South Laramie Avenue  
Cicero, Illinois 60650

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0188 000