

NOTE AND MORTGAGE MODIFICATION AGREEMENT

This Agreement is made as of November 1, 1990 by and between NBD Chicago Bank, an Illinois banking corporation ("Lender"), NBD TRUST COMPANY OF ILLINOIS, not personally, but solely as Trustee under a Trust Agreement dated October 10, 1990 and known as Trust No. 1185-CH ("Trustee"), and MARSHALL ISAACSON, sole beneficiary of the above-mentioned trust.

RECITALS

A. Lender is holder of a certain Note dated February 14, 1986 in the original principal sum of Thirty Seven Thousand Dollars (\$37,000.00) executed by Trustee and payable to Bearer (the "Note"). The maturity date for the Note was November 1, 1990. The Note is guaranteed by Norman Glicksberg, Don Racine and Marshall Isaacson (Guarantors).

B. The Note is secured by a certain Trust Deed dated February 14, 1986 ("Trust Deed") recorded March 14, 1986, with the Recorder of Deeds of Cook County, Illinois, as Document No. 86101497, under which Trustee has mortgaged to Bank of Ravenswood, (as predecessor trustee, assumed by NBD Trust Company of Illinois as of 10/10/90 under Trust No. 1185-CH), as trustee, the real estate legally described in Exhibit A attached to this Agreement.

C. Trustee and Guarantor have requested that the Lender extend the maturity date from November 1, 1990 to November 1, 1993. In addition, the Trustee and Marshall Isaacson have requested that the maturity date of the Note be extended from November 1, 1990 to November 1, 1993, and that Norman Glicksberg and Donald Racine be released as Guarantors.

DEPT. OF RECORDING \$14.00
T#8888 TRAN 8418 02/15/91 13:32:00
#0071 # H * -91-073324
COOK COUNTY RECORDER

CLAUSES

1. Maturity Date. The maturity date of the Note is hereby extended from November 1, 1990 to November 1, 1993.

2. Norman Glicksberg and Donald Racine are released as Guarantors on the obligation of NBD Trust Company of Illinois Trust No. 1185-CH.

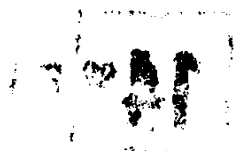
3. Full Force and Effect. Except as expressly modified in this Agreement, the Note (including the Guarantee of the Note), the Trust Deed and all other loan documents in connection with the loan shall remain in full force and effect.

4. Exculpation of Trustee. This Agreement is executed by Trustee under the above described Trust Agreement and not by it individually, and any claims against the Trustee which may result from signing this Agreement shall be payable only out of the trust property. It is expressly understood and agreed by and between the parties, anything in this Agreement to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements of the Trustee, pursuant to the Trust Agreement, and each and every one of them are not made and are not intended as individual or personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee for the purpose or with the intention of binding the Trustee or any of its officers, employees or agents individually or personally but are made and intended for the purpose of binding only the trust property and are executed and delivered by the Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee under the Trust Agreement which is made a part of this Agreement; and that no individual or personal responsibility or individual or personal liability is assumed by nor shall at any time be asserted or enforced against the Trustee or any of its officers, employees or agents or under the Trust Agreement, on account of this Agreement or on account of any warranty, indemnity, representation, covenant, undertaking or agreement.

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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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This instrument is executed by NBD TRUST COMPANY OF ILLINOIS, 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. All the terms, provisions, stipulations, covenants and conditions to be performed by NBD TRUST COMPANY OF ILLINOIS are undertaken by it solely as trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against NBD TRUST COMPANY OF ILLINOIS, by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said NBD TRUST COMPANY OF ILLINOIS, either individually or as trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon NBD TRUST COMPANY OF ILLINOIS, personally or as said trustee, to sequester the rents, issues and profits arising from the property in said trust estate, or the proceeds arising from the sale or other disposition thereof; but so far as said trustee and its successors and said NBD TRUST COMPANY OF ILLINOIS, personally, are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

RIDER ATTACHED TO AND MADE A PART OF NOTE AND MORTGAGE MODIFICATION
 AGREEMENT
 TRANSFER AGREEMENT
 EXTENSION AGREEMENT
 ADDITIONAL ADVANCE AGREEMENT
 CONSTRUCTION LOAN AGREEMENT
 DATED November 1, 1990 UNDER TRUST NO. 1185-CH

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The parties have executed this Agreement as of the date set forth above.

NBD CHICAGO BANK

By:

Thomas J. Carmody VP

By:

NBD TRUST COMPANY OF ILLINOIS
Not Personally But Solely As Trustee As
Described Above

[Signature]

ATTEST:

Barth A. Cloney

GUARANTOR

[Signature]

MARSHALL ISAACSON

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EXHIBIT A

LOTS 6, 7, 8, 9, 10 AND 11 IN BLOCK 8 IN CAIRNDUFF'S ADDITION TO EDGEWATER IN SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-5-324-015-0000
016-00000

THIS PROPERTY INDEX NUMBER IS PROVIDED BY THE CUSTOMER'S REQUEST. THE OFFICE OF THE CLERK OF COOK COUNTY DISCLAIMS ALL LIABILITY ON REISSUANCE OF THIS NUMBER. THE CUSTOMER ACCEPTS ALL LIABILITY FOR THE ACCURACY OF THIS PROPERTY INDEX NUMBER.

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COOK COUNTY CLERK'S OFFICE
JAN 28 12 00 PM '09

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