

FOURTH
MORTGAGE MODIFICATION AGREEMENT

AGREEMENT dated as of April 30, 1991 between First Illinois Bank of Evanston, N.A. ("Trust"), not personally, but as Trustee under Trust Agreement dated December 5, 1989 and known as Trust No. R-3683; James L. Prange, Alex Britva, Jon P. With, Siamak Jahangiri and Christopher L. Krueger ("Guarantors"); and First Illinois Bank of Evanston, N.A., a National Association ("Bank")

DEPT OF RECORDING \$16.29

RECITALS . T44444 TRAN 7414 06/17/91 12:27:00
: 45201 : D * - 91 - 290818
: COOK COUNTY RECORDER

A. Trust is indebted to Bank in the principal sum of Four Hundred Thousand and no/100 Dollars (\$400,000) as evidenced by a Note dated as of December 15, 1989. Said note is secured by a Mortgage and Assignment of Rents applicable to the property commonly known as 1442 W. Thorndale, Chicago, Illinois, which Mortgage was recorded with the Cook County Recorder of Deeds on December 29, 1989 as Document No. 89622818. Said Assignment of Rents was recorded with the Cook County Recorder of Deeds on December 29, 1989 as Document No. 89622819; Said Mortgage and Assignment of Rents were modified by a Mortgage Modification Agreement dated December 15, 1990 and recorded as Document No. 91079210; and a Mortgage Modification Agreement dated February 15, 1991 and recorded on Document No. 91096731; and a Mortgage Modification Agreement dated March 15, 1991 and recorded as Document No. 91157741.

B. Trust and Guarantors have requested an extension of the maturity date of the Note from March 15, 1991 to May 30, 1991 and Bank is willing to grant such extension pursuant to the terms and provisions of this Agreement and the Note dated April 30, 1991 in the principal sum of Four Hundred Thousand & no/100 (\$400,000) ("Replacement Note").

NOW THEREFORE, in consideration of the above Recitals, the parties hereto do hereby acknowledge and agree as follows:

1. Trust and Guarantors do hereby acknowledge that the Mortgage, Assignment of Rents, Guaranty, and other applicable Security Documents are in full force and effect.
2. The Mortgage, Assignment of Rents and other Security Documents are hereby modified to provide that such instruments are also granted as collateral security for repayment of the Replacement Note.
3. Guarantors do hereby reaffirm and ratify their Guaranty.
4. In all other respects, the mortgage, Assignment of Rents and other applicable Security Documents are hereby ratified and reaffirmed.

S1220190

(31) 192

91290818

1629

RIDER CONTAINING EXONERATION
DATED AT EVANSTON, ILLINOIS AS OF THE DATE FIRST ABOVE WRITTEN.
CLAUSE ATTACHED BEFORE EXECUTION

First Illinois Bank of Evanston,
N.A., Trustee aforesaid and not
individually

First Illinois Bank of
Evanston, N.A.

By Sonia Nahmod
Its VICE PRESIDENT AND TRUST OFFICER

By James G. Wasson
Its Vice President

James L. Pflanze
Attst Susan Mock
ASSISTANT ADMINISTRATOR

Siamak Jahangiri
Siamak Jahangiri

Alex Britva

Christopher L. Krueger

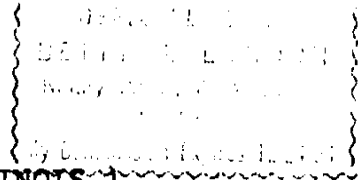
Jon P. With

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Betty S. London, a notary public in and for the
state and county aforesaid, DO HEREBY CERTIFY, that _____

James G. Wasson of First Illinois Bank of Evanston, N.A..
appeared before me in person and acknowledged that he signed the
foregoing instrument as his free and voluntary act, and as the
free and voluntary act of said corporation, not personally but as
Trustee aforesaid, and caused the corporate seal of said corporation
to be affixed thereto, for the uses and purposes therein set forth.

Given under my hand and seal this 29th day of April, 1991.



Betty S. London
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Bruce J. Beck, a notary public in and for the state
and county aforesaid, DO HEREBY CERTIFY, that Sonia Nahmod,

and Susan Mock of First Illinois Bank of Evanston, N.A.,
personally appeared before me in person and acknowledged that they

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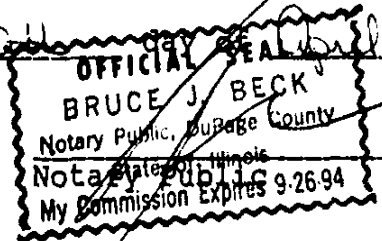
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Property of Cook County Clerk's Office

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signed the foregoing instrument as their free and voluntary act, and as the free and voluntary act of said Bank, not personally but as Trustee aforesaid, and caused the corporate seal of said Bank to be affixed thereto, for the uses and purposes therein set forth.

Given under my hand and seal this 30th day of April, 1991.

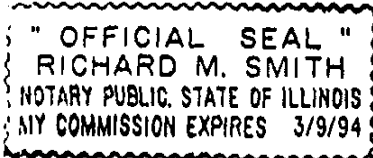


STATE OF ILLINOIS)
) SS
 COUNTY OF COOK

I, Richard M. Smith, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that James L. Prange, Alex Britva, Jon P. With. Siamak Jahangiri, and Christopher L. Krueger, personally appeared before me and acknowledged that they signed the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 29 day of April, 1991.

Richard M. Smith
 Notary Public



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1442 THORNDALE, CHICAGO, ILLINOIS
LEGAL DESCRIPTION

Lots 23, 24 and 25 in Kransz's Third Addition to Edgewater, being a subdivision in the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Real Estate Index Number: 14-05-301-009

Property Address: 1442 W. Thorndale, Chicago, Illinois 60660

This Document was prepared by and should be returned to:

FIRST ILLINOIS BANK OF EVANSTON, N.A.

800 DAVIS STREET

EVANSTON, ILLINOIS 60204-0712

ATTENTION: DOUGLAS DANCER

COMMERCIAL LOAN DEPARTMENT



Property of Cook County Clerk's Office

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FIFTH MORTGAGE MODIFICATION AGREEMENT

AGREEMENT dated as of May 30, 1991 between First Illinois Bank of Evanston, N.A. ("Trust"), not personally, but as Trustee under Trust Agreement dated December 5, 1989 and known as Trust No. R-3683; James L. Prange, Alex Britva, Jon P. With, Siamak Jahangiri and Christopher L. Krueger ("Guarantors"); and First Illinois Bank of Evanston, N.A., a National Association ("Bank").

RECITALS : 0322 P. 0071 290819
COOK COUNTY RECORDER

- (a) 5/22/90 242
- A. Trust is indebted to Bank in the principal sum of Four Hundred Thousand and no/100 Dollars (\$400,000) as evidenced by a Note dated as of December 15, 1989. Said note is secured by a Mortgage and Assignment of Rents applicable to the property commonly known as 1442 W. Thorndale, Chicago, Illinois, which Mortgage was recorded with the Cook County Recorder of Deeds on December 29, 1989 as Document No. 89622818. Said Assignment of Rents was recorded with the Cook County Recorder of Deeds on December 29, 1989 as Document No. 89622819; Said Mortgage and Assignment of Rents were modified by a Mortgage Modification Agreement dated December 15, 1990 and recorded as Document No. 91079210; and a Mortgage Modification Agreement dated February 15, 1991 and recorded on Document No. 91096731; and a Mortgage Modification Agreement dated March 15, 1991 and recorded as Document No. 91157741; and a Mortgage Modification Agreement dated April 30, 1991 and recorded as Document No. ~~91290818~~.
- B. Trust and Guarantors have requested an extension of the maturity date of the Note from May 30, 1991 to July 1, 1991 and Bank is willing to grant such extension pursuant to the terms and provisions of this Agreement and the Note dated May 30, 1991 in the principal sum of Four Hundred Thousand & no/100 (\$400,000) ("Replacement Note").

NOW THEREFORE, in consideration of the above Recitals, the parties hereto do hereby acknowledge and agree as follows:

1. Trust and Guarantors do hereby acknowledge that the Mortgage, Assignment of Rents, Guaranty, and other applicable Security Documents are in full force and effect.
2. The Mortgage, Assignment of Rents and other Security Documents are hereby modified to provide that such instruments are also granted as collateral security for repayment of the Replacement Note.
3. Guarantors do hereby reaffirm and ratify their Guaranty.
4. In all other respects, the mortgage, Assignment of Rents and other applicable Security Documents are hereby ratified and reaffirmed.

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UNOFFICIAL COPY

Property

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representation, covenants, undertakings, warranties, indemnities and agreements herein made on the part of the trustee while in form purporting to be the representation, covenants, undertakings, warranties, indemnities and agreements of the said trustee are nevertheless, each and every one of them, made and intended not as personal representation, covenants, undertakings, warranties, and agreements by the Trustee or the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only the trust property, described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First Illinois Bank of Evanston, N.A., on account of this instrument or on account of any representative, covenants, undertakings, warranties, indemnities or agreements of the said Trustee in this instrument contained either expressed or implied and such personal liability, if any, being expressly waived and released by the parties to this instrument and by all parties claiming by, through, or under them.

01230819

Clerk's Office