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# UNOFFICIAL COPY

### MORTGAGE MODIFICATION AGREEMENT

Agreement dated as of June 1, 1992, between\*01d Kent Bank, N.A., not personally, but as Trustee u/t/a dated 11/28/90 and k/a Trust #6269 ("Trust"), First Illinois Bank of La Grange, n/k/a Bank One, La Grange ("Bank") and James E. Gustafson and Karen L. Gustafson ("Guarantors").

# 92462094

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#### RECITALS

- A. Trust is indebted to Bank in the principal sum of One Hundred Thirty-Eight Thousand and No/100 (\$138,000.00) Dollars as evidenced by a Mortgage Note ("Note") dated as of May 19, 1987, which Note is secured in part by a Mortgage, Security Agreement and Financing Statement ("Mortgage") applicable to the property commonly known as 501 S. York, Elmhurst, IL, legally described on Exhibit "A" attached hereto, which document was recorded with the Cook County Recorder of Deeds on May 20, 1987 as Document #887-071938.
- B. Trust las requested an extension of the loan outlined above from June 1, 1992 to June 1, 1997, and Bank is willing to grant such extension pursuant to the terms and provisions of this Agreement and the Promissory Note dated June 1, 1992 in the remaining principal sum of Fifty-One Thousand Sixty-Six and 70/100 (\$51,066.70) Dollars ("Replacement Note").

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

- 1. Trust and Guarantors of hereby acknowledge that the Mortgage, Assignment of Rents, Guaranty and other applicable Security Documents are in full force and effect.
- 2. The Mortgage and other Security Documents are hereby modified to provide that such instruments are also granted as collateral security for repayment of the Replacement Not..
- 3. Guarantors do hereby reaffirm and ratify their Guaranty.
- 4. In all other respects, the Mortgage and other applicable Security Documents are hereby ratified and reaffirmed

Dated at La Grange, Illinois as of the date first written above.

\*OKD KENT BANK f/k/a Old Kent Bank N. A.

CEPT-01 RECORDING \$27.00

. 300000 TRAN 0578 06/25/92 10:54:00

THIS INSTITUTE COUNTY RECORDER

REAL Essió (Single Hoad 14 South (In Clauge Hoad La Grange, Micols 60525

3700

## **UNOFFICIAL**

Mortgage Modification Agreement/Gustafson June 1, 1992 Page 2 This Occument is signed by Old Kent Bank, not individually, but solely by the secondar in the secondar mantionad in said Document. Said flust in freen in its heapy made a part hereof and any claims spaint said in tree which may result from the signing of this Document said in tree which may result from the signing of this Document handle may perfect that in dusty shall rest upon the Old Kent Bank 'personally, or as Trustee, to sequester any of the said Trust said personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said preparty or for any agreement with tespect thereto. Any and all personal liability of the Old Kent Bank is hereby expressly waited by the partics hereby and their respective successors and assigns. All warranties, covenants, Indemnities and representations of each kind are those of the Trustee's energialise only and shall not in any way be considered the responsibility and ibability or the Old Kent Bank. This Trustee's exculpetary clause shall be controlling in the event of a conflict of terms of the trustee's exculpetary clause shall be controlling in the event of a conflict of terms.

\* OLD KENT BANK f/k/a

\* OLD KENT BANK, N.A., not personally,
but as Trustee u/t/a dated 11/28/90,
k/a Trust #62/9

CUFFORD SCOTT-RUDNICK

By:

By:

By:

James E, Guatafson

James E, Guatafson

Luttofon

By:

Donald F. Corrue V. B.

Donald E. Gosswein, V. P.

FIRST ILLINOIS BANK OF LA GRANGE,

92462094

STATE OF ILLINOIS )
COUNTY OF COUNTY OF

I, the undersigned, a Notary Public in and for and residing in the said County, in the State aforesaid, do hereby certify that James E querason, personally 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, sealed and delivered the said instrument as their tree and voluntary act, for the uses and purposes and in the capacity therein set forth.

STATE OF ILLINOIS )
COUNTY OF SEEN DUFF. €

I, the undersigned, a Notary Public in and for and residing in the said County, in the State aforesaid, do hereby certify that James E. Gustafson and Karen L. Gustafson, personally 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, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes and in the capacity therein set forth.

GIVEN under my hand and notary seal this 2 day of May, 1992.

- COUNTY AL STAL "

- NO G. CEDERGREN

- COUNTY OF ILLINO'S

ONV COUNTY AS 11/4/93

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## UNOFFICIAL COPY

Mortgage Modificati June 1, 1992 Page 3	lon	Agreement/Gustafson
STATE OF ILLINOIS	)	
COUNTY OF COOK	)	n 11ta

I, the undersigned, a Notary Public in and for and residing in the said County, in the State aforesaid, do hereby certify that Donald E. cosswein, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes and in the capacity therein set forth.

GIVEN under my hand and notary seal this

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STATE OF ILLINOIS SS. COUNTY OF DU PAGE

Notary Public, in and for said Count, in the State aforesaid DO HEREBY CERTIFY, that IADD A LINOSAY Vice President

PLIFFORD SCOTT RUDNICK of the OLD KENT BANK and thought though the same persons. of the OLD KENT BANK . . and ......

whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant whose names are subscribed to the toregoing instrument as such vice-pressuent, and assistant Secretary. respectively, appeared before me this day is person and acknowledged that they signed and delivered the said instrument as their own to and voluntary act and as the free and voluntary act of said As ociation, as Trustee as aforem in for the uses and purposes therein and voluntary act of said Assistant Carendary than and there are careladered that he as custodian of and forces and the said Assistant Carendary than and there are careladered that he as custodian of and voluntary act of said Association, as Trustee as aforement for the uses and purposes therein set forth; and the said Association, did affix the corporate sat of taid Association to said instruthe corporate seal of said Association, did affix the corporate sat of taid Association to said instruthe corporate seal of same manufaction, and artist the corporate seal of tank manufacture or same manufacture.

The same free and voluntary act and as the free and voluntary act of said Association, as

The same of the sam Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this .....

"OFFICIAL SEAL" Anne H. Karig Notary Public, State of Illinois My Commission Expires 12/19/92

# UNOFFICIAL COPY

## EXHIBIT A

The West 1/2 of Lot 3 (except the North 305.95 feet, thereof) in Block 3 in Cherry Farm Addition to Elmhurst, being a subdivision in the North nerry Fa : 1/4 of Se.
Incipal Meridi.
Document 90901,
Iddress: SG1 S. York, A.
P.I.N. #06-12-114-009 West 1/4 of Section 12, Township 39 North, Range 11, Edst of the Third