

MODIFICATION AGREEMENT

This Modification of the Installment Note, Trust Deed, Assignment of Rents, and Security Agreement (Chattel Mortgage) ("Modification Agreement") is made on May 20, 1992, between Harris Bank Roselle, not personally but as Trustee under a Trust Agreement dated August 26, 1986, and known as Trust Number 12512 ("Trust Party") and NBD Woodfield Bank, formerly USAmeribanc/Woodfield ("Trustee").

WITNESSETH:

Whereas, Trustee made a loan to First Party ("Loan") evidenced by that certain Installment Note dated April 30, 1987, in the original principal amount of \$515,000.00 ("Note"); and

Whereas, the Note, and all modifications, increases, renewals and extensions thereto, is secured by a Trust Deed ("Trust Deed") of even date with the Note, registered on June 3, 1987, in the Registrar's Office of Cook County, Illinois, as Document Number 3622781 and an Assignment of Rents ("Assignment") of even date with the Note, registered on June 3, 1987, in the Registrar's Office of Cook County, Illinois, as Document Number 3622782, on real estate as more fully described in Exhibit "A" attached hereto and made a part hereof ("Premises"); and

Whereas, the Note is also secured by a Security Agreement (Chattel Mortgage) dated April 30, 1987 ("Security Agreement"); and

Whereas, the parties hereto agree to enter into this Modification Agreement to set forth certain additional agreements.

Now, therefore, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Note, Trust Deed, Assignment, and Security Agreement are hereby modified as follows:

1. That, as of the date hereof, the outstanding principal amount of the Note is \$409,866.98.

2. That, the maturity date of the Note is hereby extended to May 20, 1997.

3. That, payments shall be due beginning on June 20, 1992, and due on the same day of each month thereafter, consisting of \$1,555.00 principal plus interest, in arrears on the principal amount outstanding from time to time calculated at the rate of interest set forth herein, with a final payment of the outstanding principal amount and accrued interest due and payable on May 20, 1997.

4. That, commencing May 20, 1992, interest shall be computed at a rate per annum equal to the announced prime rate of NBD Woodfield Bank, in effect from time to time, plus One-half percent (.50%), changing concurrently with each change in the prime rate of NBD Woodfield Bank, with a floor of Eight percent (8.00%) and a ceiling of Twelve percent (12.00%). Interest on the outstanding principal amount of the Note shall be computed from the date hereof on a 360-day year basis, for the actual number of days elapsed. Interest shall accrue after maturity (whether by acceleration or otherwise) at THREE percent (3%) per annum above the indicated rate until the principal amount is fully paid. The use of the term prime rate herein is not intended nor does it imply that said rate of interest is a preferred rate of interest or one which is offered by NBD Woodfield Bank to its most creditworthy customers.

5. That, while any portion of the indebtedness evidenced by the Note is outstanding, First Party shall do the following:

a) Provide to the Trustee a copy of each lease affecting the Premises and a copy of any notice of lease cancellation prior to the expiration of the maturity date in such lease.

b) Provide to the Trustee by March 31 of each year for the calendar year just immediately ended:

i) Operating statement for the Premises, which operating statement will indicate the total rental income for the Premises and the expenses therefore, and which shall otherwise be in form and content satisfactory to the Trustee.

ii) A rent roll for the Premises which is to specify for each unit: a) the name of each tenant; b) the unit occupied by each tenant; c) the total square footage leased to each tenant; d) the term of each lease; and e) the monthly and annual rental income for each unit. This is to be addressed to the Trustee, dated, and signed in form and content satisfactory to the Trustee.

c) Provide to Trustee personal financial statements of Barbara J. Triphahn, Scott R. Triphahn, and Stephen T. Triphahn, due within ninety (90) days after the anniversary of the previous statement.

Any failure by First Party to comply with the terms of this paragraph shall constitute a default under the Note, Trust Deed, Assignment, and Security Agreement.

6. That, the following paragraphs are hereby added to and made a part of the Trust Deed and shall be identified as paragraph 6a.: The First Party represents and warrants to the Trustee that (a) the First Party has not used Hazardous Materials (as defined below) on, from or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Material and, to the best knowledge of the First Party, no prior owner of the Premises or any existing or prior tenant, or occupant has used Hazardous Materials on, from or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of Hazardous Materials; (b) the First Party has never received any notice of any violations (and is not aware of any existing violations) of federal, state or local laws, ordinances, rules, regulations or policies governing the use,

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storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at the Premises and, to the best knowledge of the First Party, there have been no actions commenced or threatened by any party for noncompliance which affects the Premises; (c) First Party shall keep or cause the Premises to be kept free of Hazardous Materials except to the extent that such Hazardous Materials are stored and/or used in compliance with all applicable federal, state and local laws and regulations; and, without limiting the foregoing, First Party shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall First Party cause or permit, as a result of any intentional or unintentional act or omission on the part of First Party or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the Premises or onto any other contiguous property; (d) the First Party shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Premises as required by all applicable federal, state and local laws, ordinances, rules, regulations and policies, to the satisfaction of the Trustee, and in accordance with the orders and directives of all federal, state and local governmental authorities. If the First Party fails to conduct an environmental audit required by the Trustee, then the Trustee may at its option and at the expense of the First Party, conduct such audit.

Subject to the limitations set forth below, the First Party shall defend, indemnify and hold harmless the Trustee, its employees, agents, officers and directors, from and against any claims, demand, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the Premises, (c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the Premises, and/or (d) 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 used in the Premises. The indemnity obligations under this paragraph are specifically limited as follows:

(i) The First Party shall have no indemnity obligation with respect to Hazardous Materials that are first introduced to the Premises or any part of the Premises subsequent to the date that the First Party's interest in and possession of the Premises or any part of the Premises shall have fully terminated by foreclosure of the Trust Deed or acceptance of a deed in lieu of foreclosure;

(ii) The First Party shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by the Trustee, its successors or assigns.

The First Party agrees that in the event the Trust Deed is foreclosed or the First Party tenders a deed in lieu of foreclosure, the First Party shall deliver the Premises to the Trustee free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises.

For purposes of the Trust Deed, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation.

The provisions of this section shall be in addition to any and all other obligations and liabilities the First Party may have to the Trustee under the debt listed in the Trust Deed, any loan document, and in common law, and shall survive (a) the repayment of all sums due for the debt, (b) the satisfaction of all of the other obligations of the First Party in the Trust Deed and under any loan document, (c) the discharge of the Trust Deed, and (d) the foreclosure of the Trust Deed or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in the Trust Deed, it is the intention of the First Party and the Trustee that the indemnity provisions of this paragraph shall only apply to an action commenced against any owner or operator of the Premises in which any interest of the Trustee is threatened or any claim is made against the Trustee for the payment of money.

7. The Trust Deed, Assignment, and Security Agreement are hereby modified to secure the Note as modified herein.

8. Except to the extent specifically set forth herein, the Note, Trust Deed, Assignment, and Security Agreement, or any other document securing or evidencing the Loan, shall remain in full force and effect in accordance with their respective terms and are hereby ratified.

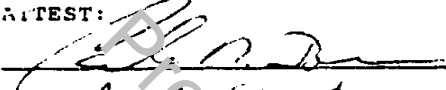
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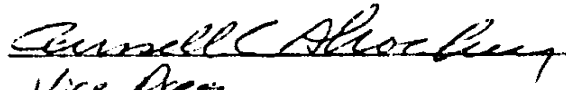
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This Modification Agreement is executed by Harris Bank Roselle, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Harris Bank Roselle hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Harris Bank Roselle personally to perform any covenant either expressed or implied herein contained, or such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed as of the day and year first above written.

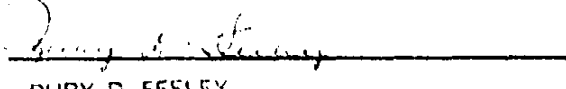
HARRIS BANK ROSELLE,
not personally but as Trustee as
aforesaid

ATTEST:

Its: Assl. Secretary

By: 
Its: Vice Pres

ATTEST:

Its: VP.

NBD WOODFIELD BANK
By: 
Its: RUBY D. FEELEY
ASSISTANT VICE-PRESIDENT

PREPARED BY AND MAIL TO:
RUBY D. FEELEY
NBD WOODFIELD BANK
HIGGINS & MEACHAM ROADS
SCHAUMBURG, ILLINOIS 60196

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STATE OF ILLINOIS, COOK County ss:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Russell C. Stucky, of HARRIS BANK ROSELLE and Carla M. Johnson, of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Asst. Secretary then and there acknowledged that he/she, as custodian of the corporate seal of said bank, did affix the corporate seal to said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 20th day of MAY, 1992.

My Commission Expires:



Joan F. Racine
Notary Public

STATE OF ILLINOIS, Kane County ss:

I, Teresa Martin-Nardi, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert D. Fuller, of NBD WOODFIELD BANK, an Illinois banking corporation, and John A. Miller, of said bank, who are 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 and delivered the foregoing instrument as Asst. Vice President and Vice President, respectively, and caused the corporate seal of said bank to be affixed thereto, pursuant to authority given by the Board of Directors of said bank, as their free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 20 day of May, 1992.

My Commission Expires:



Teresa Martin-Nardi
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PREMISES:

LOT 3 IN THE RESUBDIVISION OF LOT 2166 IN LANCER 21 UNIT 2, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 30, 1979 AS DOCUMENT LR3115638, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-22-406-039-0000

COMMON ADDRESS: 39 E. SCULLY DRIVE, SCHAUMBURG, ILLINOIS

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ADDENDUM TO MODIFICATION AGREEMENT

THIS ADDENDUM TO MODIFICATION AGREEMENT dated May 20, 1992 between HARRIS BANK ROSELLE, not personally but as Trustee under a Trust Agreement dated August 26, 1986, and known as Trust Number 12512 ("First Party") and NBD WOODFIELD BANK, formerly USAMERIBANC/WOODFIELD ("Trustee")

1. **Modification of Security.** It is specifically agreed that the Trust Deed is hereby amended and modified to provide for the addition of the following:

"Nothing herein to the contrary withstanding, this Trust Deed has been given, in part, to secure (i) the payment when and as due and payable of the principal sum of the interest on the Note and any extensions, refinancings, renewals or modifications thereof, and substitutes therefor, (ii) the payment of all other indebtedness which this Trust Deed secures pursuant to its terms or which is payable under the terms of the Note, (iii) any debt of the mortgagor to the mortgagee and any debt of any guarantor to the mortgagee and (iv) the performance and observance of the covenants and agreements contained in and the payment of all obligations and liabilities of the mortgagor under this Trust Deed, the Note and any of the loan documents. the mortgagor does by these presents grant, transfer, bargain, set over, remise, release, assign, alien, warrant, pledge, sell, convey, and mortgage unto the mortgagee, its successors and assigns forever, the real estate described in Exhibit A attached hereto and made a part hereof (the "Real Estate") and all of the mortgagor's estate, right, title, and interest therein."

2. **Effective Date.** This Addendum shall be effective as of May 20, 1992. It is agreed that said date shall be the effective date even though it may be a different date than the actual date of execution by any party whose signature is required.

HARRIS BANK ROSELLE,
not personally but as Trustee

By: *Cornell C. Alwood*

Its: Vice Pres.

ATTEST: *Calvin D. Tol*

Its: Asst Secy

NBD Woodfield Bank

By: *Ruby D. Feeley*

Its: RUBY D. FEELEY
ASSISTANT VICE-PRESIDENT

ATTEST: *[Signature]*

Its: VP.

GUARANTORS:

Barbara J. Triphahn
Barbara J. Triphahn

Scott R. Triphahn
Scott R. Triphahn

Stephen T. Triphahn
Stephen T. Triphahn

PREPARED BY AND MAIL TO:
Ruby D. Feeley
NBD Woodfield Bank
Higgins & Meacham Roads
Schaumburg, IL 60196

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BOX 333

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STATE OF ILLINOIS, COOK County ss:

I, TERESA MARTIN-NARDI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ASST. M.P. AND M.P., of HARRIS BANK ROSELLE

and JOHN A. RACINE, of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. M.P. AND M.P. and JOHN A. RACINE, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASST. M.P. AND M.P. then and there acknowledged that he/she, as custodian of the corporate seal of said bank, did affix the corporate seal to said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 11 day of June, 1992.

My Commission Expires:

Teresa Martin-Nardi
Notary Public



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STATE OF ILLINOIS, COOK County ss:

I, TERESA MARTIN-NARDI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard Nicholas Seattle, William and Diana Thompson, personally known to me to be the same person(s) whose name(s) WILLIAM subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that WILLIAM signed and delivered the said instrument as WILLIAM free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 11 day of June, 1992.

My Commission Expires:

Teresa Martin-Nardi
Notary Public



STATE OF ILLINOIS, COOK County ss:

I, JOAN F. RACINE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Russell S. Sweeney V.P., of HARRIS BANK ROSELLE, and Carla M. Johnson Secretary of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such V.P. and Carla M. Johnson, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Russell S. Sweeney then and there acknowledged that he/she, as custodian of the corporate seal of said bank, did affix the corporate seal to said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 1st day of June, 1992.

My Commission Expires:

Joan F. Racine
Notary Public



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