

# UNOFFICIAL COPY

NBD Chicago Bank  
307 North Michigan Avenue  
Chicago, Illinois 60601  
Phone 312-266-3000

92500402

## NBD CHICAGO BANK REVOLVING CREDIT MODIFICATION AGREEMENT (Extending Maturity)

This Modification Agreement is dated as of the 10th day of April, 1992 and is made between American National Bank & Trust Co. of Chicago as Trustee, under Trust Agreement dated 12/8/70, Trust #30510 ("Borrower") and NBD Chicago Bank, formerly USAmerican/Chicago, Illinois ("Bank").

### Understanding

A. Borrower executed and delivered to Bank a Revolving Credit Mortgage dated April 10, 1987 and recorded on March 30, 1988 with the Recorder's Office as Document No. 88130169, (the "Mortgage") encumbering the following described real property, to wit:

SEE EXHIBIT A

DEPT-01 RECORDINGS \$33.00  
T#9999 TRAN 7594 07/07/92 12:45:00  
#8324 # \*-72-500402  
COOK COUNTY RECORDER

Commonly Known as: 50 Glade Road, Glenview, IL 60022

Permanent Index No.: 05-06-201-085 & 05-06-201-095

B. The Mortgage secures the indebtedness, obligations and liabilities of Borrower pursuant to a Revolving Credit Note in the original principal sum of 9500,000.00 (the "Line of Credit") dated April 10, 1987 executed and delivered by Borrower and payable to Bank (the "Note")

C. The entire unpaid balance of principal and interest on the Note is due and payable on April 10, 1992 (the "Maturity Date"). As of this date, the outstanding principal balance due on the Note is \$25,000.00

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D. Borrower wishes to extend the Maturity Date of the Note and Mortgage and Bank is willing to do so.

NOW, THEREFORE, in consideration of the Understandings set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Bank agree as follows:

1. The Maturity Date of April 10, 1992 as set forth in the Note and Mortgage is hereby deleted and the following date inserted in lieu thereof:

April 10, 1997

2. The interest rate thereon is now increased from Prime, to 1/2 percent per annum in excess of the Variable Rate Index. The Variable Rate index will be the rate of interest, or the highest rate if more than one, published in THE WALL STREET JOURNAL in the "Money Rates" column as the "Prime Rate". The maximum per annum rate of interest on this Revolving Credit Modification Agreement will not exceed 18%.

3. In all other respects, the terms and provisions of the Note and Mortgage shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Revolving Credit Modification Agreement as of the day and year first above written.

BANK

BORROWER/GUARANTOR

NBD Chicago Bank

American National Bank and Trust Company of Chicago not personally but as Trustee under a Trust Agreement dated 12/08/70 and known as Trust No. 30516

By: Thomas A. Farrell

By: [Signature]

Its: Vice President

Its: VP

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are understood and agreed to by the undersigned as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

X Edgar H. Cadden  
Edgar H. Cadden

X Edryce H. Cadden  
Edryce H. Cadden

Attest:

BY: [Signature]

Its: Asst. Secretary

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STATE OF ILLINOIS

COUNTY OF COOK

I, Marcia Gulbrandsen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that

Edgar L. Cadden and Edryce H. Cadden,

personally known to me to be the same person(s) whose name is/are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28<sup>th</sup> day of

May, 1992.



Marcia Gulbrandsen  
Notary Public

My Commission Expires: 6/20/92

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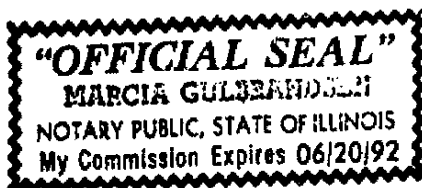
STATE OF ILLINOIS

COUNTY OF COOK

I, Marcia Gulbrandsen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas A. Farrell, of NBD Chicago Bank, an Illinois banking corporation, and Nell D. Dohm, of said corporation, 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 said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said Board of Directors did also then and there acknowledge that s/he, as custodian of the corporate seal of said corporation affixed the said corporate seal of said corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of

May, 1992.



Marcia Gulbrandsen  
Notary Public

My Commission Expires: 6/20/92

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EXHIBIT "A"

## LEGAL DESCRIPTION

### PARCEL I:

LOT 1 IN HENRY R. LEVY'S SUBDIVISION OF LOT 1 OF BORN'S SUBDIVISION OF LOT "C" (EXCEPT THOSE PARTS THEREOF DEDICATED OR TAKEN FOR HIGHWAYS) IN THE SUBDIVISION BY FRANK G. LOGAN ET AL OF THE NORTH 24.7 FEET OF THE EAST 320.25 FEET OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL OF LOTS 1 TO 4, THE NORTH 24.7 FEET OF LOT 7, AND PART OF LOTS 5 AND 6, ALL IN OWNER'S SUBDIVISION OF PART OF SAID SECTION 6, IN COOK COUNTY, ILLINOIS.

ALSO

### PARCEL II:

EASEMENT FOR THE BENEFIT OF PARCEL I FOR INGRESS AND EGRESS OVER THE 20 FOOT WIDE CURVING PRIVATE ROAD SHOWN ON THE PLAT OF SPIEGEL'S RESUBDIVISION OF PORTIONS OF LOTS 2 AND 4 IN BORN'S SUBDIVISION, AFORESAID, WHICH PLAT WAS RECORDED OCTOBER 9, 1953 AS DOCUMENT 15,741,023; THE CENTER LINE OF WHICH PRIVATE ROAD COMMENCES AT A POINT ON THE NORTHEASTERLY LINE OF LOT 4 IN SAID RESUBDIVISION (BEING ALSO THE NORTHEASTERLY LINE OF LOT 2 IN BORN'S SUBDIVISION), WHICH POINT IS 65.39 FEET SOUTHEASTERLY FROM THE NORTHERNMOST CORNER OF SAID LOT 4 (SAID CORNER BEGINNING ALSO THE NORTHERNMOST CORNER OF LOT 2 IN BORN'S SUBDIVISION), AND PROCEEDS SOUTHWESTERLY ACROSS SAID LOT 4 TO THE NORTHERNMOST CORNER OF LOT 5 IN SAID RESUBDIVISION (SAID SOUTHWESTERLY COURSE BEING ACROSS PART OF LOT 2 IN BORN'S SUBDIVISION); THENCE CONTINUING IN A GENERALLY SOUTHERLY DIRECTION ACROSS LOT 2 IN BORN'S SUBDIVISION AS THE NORTHWESTERLY LINE OF SAID LOT 5, AND AS THE WESTERLY LINE OF LOT 6 IN SAID RESUBDIVISION, TO THE TERMINUS OF SAID CENTER LINE AT THE SOUTHERNMOST CORNER OF SAID LOT 6.

EXHIBIT "A" CONTINUED ON NEXT PAGE

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6-11-1984



ALSO

PARCEL III:

EASEMENT FOR THE BENEFIT OF PARCEL I, AS CREATED BY THE DEED OF PARTITION BY EDGAR R. BORN, FLORENCE E. FOREMAN, ALFRED R. BORN AND ARLAIDE B. ROSENBAUM, DATED MAY 28, 1934 AND RECORDED JUNE 14, 1934 AS DOCUMENT 11,412,727, FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT 4 IN BORN'S SUBDIVISION AFORESAID, AND OF LOTS 1 AND 6 IN SPIEGEL'S RESUBDIVISION AFORESAID, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 4 IN BORN'S SUBDIVISION, (SAID CORNER BEING AN APC DISTANCE OF 49.60 FEET SOUTHEASTERLY OF THE SOUTHERNMOST CORNER OF LOT 3 IN SAID BORN'S SUBDIVISION, AS MEASURED ALONG THE NORTHEASTERLY LINE OF SHERIDAN ROAD); THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 4, AND SAID LINE EXTENDED, A DISTANCE OF 120 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, 16 FEET; THENCE WESTERLY PARALLEL TO AND 16 FEET SOUTHERLY FROM THE FIRST MENTIONED LINE TO THE EASTERLY LINE OF SHERIDAN ROAD; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SHERIDAN ROAD TO THE POINT OF BEGINNING (EXCEPT FROM THE FOREGOING THAT PART THEREOF FALLING IN PARCEL II AFORESAID).

ALSO

PARCEL IV:

THAT PART OF LOT 2 LYING NORTHERLY OF A LINE DRAWN PARALLEL TO AND 45 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID LOT 2, AND EASTERLY OF A LINE DRAWN PARALLEL TO AND 20 FEET EASTERLY OF THE WESTERLY LINE OF SAID LOT 2 IN HENRY R. LEVY'S SUBDIVISION IN HENRY R. LEVY'S SUBDIVISION OF LOT 1 IN BORN'S SUBDIVISION OF LOT "C" (EXCEPT THOSE PARTS THEREOF DEDICATED OR TAKEN FOR HIGHWAYS) IN THE SUBDIVISION OF ALL LOTS 1,2,3,4, THE NORTH 24.2 FEET OF LOT 7 AND PARTS OF LOTS 5 AND 6, IN OWNER'S SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX I.D. NO. 05-06-201-085:  
05-06-201-095

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