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COOK COUNTY RECORDER OF DEEDS
1992 SEP 30 AM 11:03

*This Instrument Was Prepared By
And When Recorded Please Return To:*

92723692

Fred R. McMorris
ROOKS, PITTS AND POUST
201 Naperville Road
Wheaton, Illinois 60187

92723692

NBD WOODFIELD BANK
600 NORTH MEACHAM ROAD
SCHAUMBURG, ILLINOIS 60173-6020

THIRD AMENDMENT AGREEMENT TO LOAN DOCUMENTS

RE: 9101-23 Medill Avenue
Franklin Park, Illinois 60131

THIS THIRD AMENDMENT AGREEMENT TO LOAN DOCUMENTS (this "Agreement") is made and effective as of September 1, 1992, between NBD Trust Company of Illinois as trustee under trust agreement dated May 26, 1978 and known as Trust Number 1544 (the "Borrower"), and Herbert F. Harding, John Mischitz, and Thomas Kane (collectively "Guarantor"), and NBD Woodfield Bank, having its principal office at 600 North Meacham Road, Schaumburg, Illinois 60173-6020, its successors and assigns (the "Bank").

WITNESSETH:

WHEREAS, the Bank has loaned to the Borrower the original principal amount of \$508,000.00 (the "Loan"), as evidenced by an installment note dated May 26, 1978, made by the Borrower and payable to the Bank (the "Note"); and

WHEREAS, in addition to the Note, the Borrower has executed and delivered to the Bank certain other documents which provide for, secure repayment of, or otherwise relate to, the Loan, including but not limited to a certain Trust Deed dated May 26, 1978, and recorded with the Cook County Recorder of Deeds on June 27, 1987 as Document Number 24509017, and certain Assignment of Rents dated May 26, 1978, and recorded with the Cook County Recorder of Deeds on June 27, 1987 as Document Number 24509018, constituting a lien upon the property legally described upon Exhibit A; and

WHEREAS, Borrower, Guarantor and Bank have executed a certain Loan Modification Agreement recorded on August 10, 1983 with the Cook County Recorder of Deeds as Document Number 26726393; and

WHEREAS, Borrower, Guarantor and Bank have executed a certain Second Modification Agreement on September 1, 1987 and recorded with the Cook County Recorder of Deeds on November 5, 1987 as Document Number 87596829 (all of the aforementioned loan documents are collectively referred to hereinafter as the "Loan Documents"); and

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WHEREAS, under the terms of the Loan Documents the Loan is due and payable in full on September 1, 1992 (the "Maturity Date"); and

WHEREAS, the Borrower, the Guarantor, and the Bank wish to enter into this Agreement in order to amend the terms of the Loan as provided herein and to set forth certain additional agreements of the Borrower and Guarantor as also provided herein;

NOW, THEREFORE, in consideration of the premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The above and foregoing recitals are incorporated into and made a part of this Agreement.

2. **Terms.** Upon the effective date hereof, the terms of the Loan shall be as follows:

a. The outstanding principal amount of the Loan as of the effective date is \$390,000.00.

b. The term of the Loan shall be ten (10) years from the effective date, with a Maturity Date of September 1, 2002.

c. The outstanding principal amount of the Loan shall bear interest at the rate of nine and one-half per cent. (9.5%) per annum for an initial period of 60 months, (the "Initial Interest Rate") and then for a period of an additional 60 months shall bear interest pursuant to an adjustment fixed at 300 Basis Points over the rate of five year comparable Treasury Bills (the "Adjusted Interest Rate"), and at the rate of 3% per annum above the applicable Interest Rate after maturity, whether by acceleration or otherwise.

d. The Loan shall be repaid as follows:

Monthly Payment: Borrower shall on the first day of each month for the first 60 consecutive months, make payments to the Bank of principal and interest in the amount of \$5,047.00; thereafter, for the second 60 consecutive months Borrower shall make payments to Bank of principal and interest equal to the principal balance outstanding amortized over 60 months with interest accruing at the Adjusted Interest Rate.

3. **Additional Covenants and Conditions:**

a. **Prepayment Premium.** The Borrower may at any time prepay the principal obligation under this Loan, in whole or in part, provided Borrower pays a premium on the amount prepaid equal to the aggregate of two and one-half percent (2.5%) of the amount due to the Bank at the time of such prepayment for the first 60 months' period, then reducing by one-half percent

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(.5%) for each twelve month period thereafter of the amount due to the Bank at the time of such prepayment.

- b. **Bank's Right of Setoff.** The Bank may, at any time hereafter, without notice, appropriate and apply toward the payment of the principal obligation under this Loan, whether due or not, any moneys, credits or other property belonging to the Borrower or Guarantor, in the possession or under the control of the Bank, as well as any indebtedness (whether then due or not then due) of the Bank to the Borrower or Guarantor however created or arising, including, but without limitation to, any and all balances, credits, deposits, accounts, or moneys of the Borrower or Guarantor, and the Bank is hereby given a first or prior lien upon such moneys, credits, indebtedness and other property; and the Bank may exercise none or any one or more of the foregoing options.

4. **Current Representations And Warranties.** To induce the Bank to enter into this Agreement, ^{which includes} the Borrower and Guarantor hereby represent and warrant to the Bank as follows:

- a. **Financial Statements.** The most recent financial statements provided to the Bank for the Borrower, the Guarantor and the Premises fairly present the financial condition of the Borrower and Guarantor at the date thereof and the Borrower's and Guarantor's results of operations for the Premises for the period(s) covered thereby.
- b. **No Default.** No default or event of default under the Loan Documents has occurred and is continuing, and no event has occurred and is continuing that, with the giving of notice or passage of time or both, would constitute such a default or event of default.
- c. **Continued Accuracy.** Each and every representation and warranty made by the Borrower and Guarantor in favor of the Bank in connection with the Loan remains accurate in all respects, subject only to changes expressly permitted by the Bank.
- d. **Operating Accounts.** Borrower and Guarantor shall, during the term of the Loan, maintain an operating account for the Premises at the Bank.

5. **Reaffirmation.** To the extent any term(s) or condition(s) in the Loan Documents shall contradict or be in conflict with the amended terms of the Loan as set forth herein, such terms and conditions are hereby deemed modified and amended accordingly, upon the effective date hereof, to reflect the terms of the Loan as so amended herein. All terms of the Loan Documents, as amended hereby, shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of the Borrower to the Bank. Upon the effective date hereof, the Borrower herein restates, ratifies and reaffirms each and every term and condition set forth in the Loan Documents as amended herein.

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6. **Extensions, Renewals, Modifications.** The Borrower and Guarantor hereby acknowledge that the original Trust Deed, Assignment of Rents secure the indebtedness or obligations evidenced by the Loan Documents including any additional indebtedness evidenced by any and all extensions, renewals, modifications or replacements, without limit as to the number or frequency, including this Agreement.

7. **Future Advances.** The Bank may, at its option upon request of the Borrower, at any time before full payment of the secured indebtedness under the Trust Deed (the "Secured Indebtedness"), make further advances to the Borrower, and the same with interest, shall be on a parity with, and not subordinate to, the Secured Indebtedness and such advances shall be secured hereby in accordance with all covenants and agreements contained in the Trust Deed and this Agreement, provided, that the amount of principal secured hereby and remaining unpaid shall not, including the amount of such advances, exceed ten times the original principal sum of the Secured Indebtedness, plus disbursements as herein provided, and further provided, that if the Bank shall make further advances as aforesaid, the Borrower shall repay all such advances in accordance with the Note or Notes, or Loan Documents evidencing the same, which the Borrower has executed and delivered to the Bank and which shall be payable no later than the Maturity Date of this Agreement and shall include such other terms as the Bank shall require.

8. **Absence Of Claim.** To further induce the Bank to enter into this Agreement, the Borrower and Guarantor hereby acknowledge and agree that, as of the date hereof, there exists no right of offset, defense, counterclaim or objection in favor of the Borrower or Guarantor as against the Bank with respect to the Borrower's and Guarantor's obligations to the Bank.

9. **Environmental And Financial Covenants.** To further induce the Bank to enter into this Agreement, in addition to the covenants and agreements of the Borrower and Guarantor set forth in the Note and the Loan Documents, the Borrower and Guarantor agree with the Bank as follows:

10. **Hazardous Material Regulations Compliance.**

a. **Representations and Warranties.** ^{Beneficiaries of the} The Borrower and Guarantor represent to the Bank that:

The Borrower and the Guarantor have not used Hazardous Materials (as defined below), on, from or affecting any property given as security to the Bank for repayment of the Loan (hereinafter 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 and, to the best of the Borrower's knowledge, 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;

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The Borrower and the Guarantor have 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, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at the Premises and, to the best of the Borrower's and Guarantor's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects the Premises;

The Borrower and the Guarantor 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, neither the Borrower nor the Guarantor 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 Borrower or Guarantor cause or permit, as a result of any intentional or unintentional act or omission on the part of Borrower or Guarantor or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the Premises or onto any contiguous property;

The Borrower and Guarantor 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 Bank, and in accordance with the orders and directives of all federal, state and local governmental authorities. If the Borrower or Guarantor fails to conduct an environmental audit required by the Bank, then the Bank may at its option and at the expense of the Borrower, conduct such audit.

- b. **Indemnification.** Subject to the limitations set forth below, the Borrower and Guarantor shall defend, indemnify and hold harmless the Bank, its employees, agents, officers and directors, from and against any claims, demands, 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 (i) 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; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the Premises; (iii) any lawsuit brought or threatened, settlement reached or government order relating to

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such Hazardous Materials with respect to the Premises, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Bank, 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:

The Borrower and Guarantor 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 Borrower's and Guarantor's interest in and possession of the Premises or any part of the Premises shall have fully terminated by foreclosure of any Mortgage or Trust Deed given to the Bank or acceptance by the Bank of a deed in lieu of foreclosure;

The Borrower and Guarantor shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by the Bank, its successors or assigns.

The Borrower agrees that in the event any Mortgage or Trust Deed given to the Bank is foreclosed or the Borrower tenders a deed in lieu of foreclosure, the Borrower shall deliver the Premises to the Bank 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.

- c. **Definitions.** For purposes of this Agreement the term "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. Section 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. Section 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.
- d. **Additional Obligation.** The provisions of this paragraph shall be in addition to any and all other obligations and liabilities the Borrower and Guarantor may have to the Bank under this Agreement, the Loan Documents, or by law, and shall survive: (i) the repayment of all sums due for the debt; (ii) the satisfaction of all of the other obligations of the Borrower and Guarantor in any Mortgage or Trust Deed and under any Loan Document; (iii) the discharge of any Mortgage given to the Bank; and (iv) the foreclosure of any Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this Agreement, it is the intention of the Borrower and Guarantor and the Bank that the indemnity provisions of this paragraph shall only apply to an action commenced against any owner

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or operator of the Premises in which any interest of the Bank is threatened or any claim is made against the Bank for the payment of money.

11. Maintenance Of Books And Records.

- a. **Maintenance Of Records.** The Borrower and Guarantor shall keep and maintain or cause to be kept and maintained full and correct books and records showing in detail all aspects of the Premises and within ten (10) days after demand therefore to permit the Bank, during normal business hours, to examine and photocopy such books and records and all supporting vouchers and data, at any time and from time to time, on request at such location as may be mutually agreed upon.
- b. **Furnish Records.** The Borrower and Guarantor shall within sixty (60) days after the end of each calendar year, furnish to the Bank year end income statements and an annual rent roll relating to the Premises for such year, in reasonable detail, and in any event including such itemized statements of receipts and disbursements as shall enable the Bank to determine whether a breach or other default of this Agreement or the Loan Documents then exists. Such income statements shall be prepared at the Borrower's expense and shall include a statement as to whether or not the Borrower has knowledge of any event or circumstance which constitutes or with the passage of time will constitute an event of default hereunder or under any other document executed in connection with or in any way related to this Loan.
- c. **Leases.** The Borrower and Guarantor shall furnish, together with the foregoing income statements and at any time upon the Bank's request, copies of then current Lease(s) upon the Mortgaged Premises and Estoppel Certificate from each tenant to the Bank, in a form and with content as then required by the Bank which documents shall show and evidence all information and additional documents reasonably requested by the Bank, along with an annual rent roll for the Premises.
- d. **Personal Financial Statements.** Guarantor shall furnish to Bank within sixty (60) days of the end of each calendar year personal financial statements of each individual Guarantor.
- e. **Annual Environmental Certificate.** Borrower and Guarantor shall, at Bank's request execute an annual Environmental Certificate which includes, among other things, an environmental inspection and a reaffirmation of the provisions of paragraph 11 hereof.
- f. **Reimbursement Of Expenses.** In the event the Borrower fails to comply with any of the above requirements and the Bank shall pay expenses in connection with obtaining, from the Borrower or Guarantor, or otherwise, any of said required documents, including payment of attorney's fees, all such

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monies paid shall be deemed and construed as additional indebtedness due by the Borrower to the Bank and secured by the Trust Deed, and shall become due and payable by the Borrower to the Bank upon payment or disbursement by the Bank, without notice and with interest thereon at the interest rate required under the Note to be paid in the event of a default by Borrower.

12. **Inspection of Premises.** The Bank shall be allowed periodic inspections of the Premises at all reasonable hours.

13. **Annual Environmental Certification.** Guarantor shall execute an Environmental Certificate, in a form satisfactory to Bank, on an annual basis with respect to the Premises and activities of Borrower and Guarantor.

14. **Additional Documentation.** Borrower and Guarantor shall execute and deliver to Bank, or cause to be executed and delivered to Bank from time to time, immediately upon Bank's request, all documents, including changes to any of the existing documents, required by Bank as Bank reasonably deems necessary to protect its security in any existing collateral security for the indebtedness described above.

15. **Understanding Of Consequences.** Each party acknowledges that they have read this Agreement, that they fully understand its terms, provisions, and consequences; and, that the entry into this Agreement is voluntary, free from duress, fraud or undue influence of any kind.

16. **Effective Date.** This Agreement shall be and become effective and binding pursuant to its terms after execution as of the date first above written. It is understood and agreed that said date shall be the effective date even though that date may be a date other or different than the actual date of execution.

17. **Illinois Law To Govern.** This Agreement and each transaction contemplated hereunder shall be deemed to be made under and shall be construed and interpreted in accordance with the laws of the State of Illinois.

18. **Construction.** It is agreed that it is both the intent and the desire of the parties that wherever possible each provision of this Agreement shall be given a judicial construction and interpretation so as to be effective and valid under Illinois law, but if any provision of this Agreement shall be construed or prohibited by or determined invalid under the laws of the State of Illinois, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. **Attorney's Fees.** Borrower shall pay Bank's attorneys' fees and costs in connection with the administration and enforcement of this Agreement, any additional documentation required by Bank and any and all of the Loan Documents. Without limiting the generality of the foregoing, if the Bank employs counsel for advice or other representation with respect to any matter concerning the Borrower, Guarantor, this Agreement, the Premises or any aspect of the Loan Documents or to protect, collect, lease, sell, take possession of, or liquidate any of the Premises, or to attempt to enforce or protect any rights of the Bank or obligations of Borrower or any other

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person, firm or corporation which may be obligated to Bank by virtue of this Agreement or under any of the Loan Documents, then all of the attorneys' fees arising from such services, and any expenses, costs and charges relating thereto, shall constitute an additional indebtedness owing by Borrower to Bank payable on demand and evidenced and secured by the Loan Documents.

20. **Partial Invalidity.** Any one or more phrases, sentences, sections or provisions of this Agreement which subsequently shall be deemed, construed or interpreted by a court of competent jurisdiction to be unenforceable, invalid or contrary to law, or the inclusion of which would effect the validity or legal enforceability of this Agreement, shall be of no force or effect; and, in such event each of the remaining provisions of this Agreement shall subsist and remain and be fully effective according to the tenor of this Agreement as though any such unenforceable, invalid or unlawful provision or provisions had never been included in this Agreement.

21. **Modification.** Neither this Agreement nor any provision hereof may be amended, waived, discharged or terminated orally, unless such is deemed unenforceable, invalid or contrary to law as provided above. Rather, any provision of this Agreement may be amended, waived, discharged or terminated only by a written instrument duly executed and acknowledged by each and every of the parties to this Agreement and by no other means.

22. **Binding Effect.** The terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of each respective party and their respective legal representatives, successors and assigns.

23. **Cumulative Rights.** Each right, power, and remedy herein conferred upon any party is cumulative and in addition to every other right, power, or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by either party, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power, or remedy; and no delay or omission of either party in the exercise of any right, power, or remedy accruing hereunder or arising otherwise shall impair any such right, power, or remedy, or be construed to be a waiver of any default, or acquiescence therein.

24. **Non-Waiver.** The failure to insist upon strict performance of any of the terms, covenants, obligations or conditions hereof shall not be deemed a waiver of any rights or remedies that any party may have and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants or conditions.

25. **Notices.** All notices which any party may be required or may desire to give in connection with this Agreement shall be in writing, and shall be either personally delivered, sent by overnight express delivery by a nationally recognized delivery service, freight pre-paid, or sent by United States registered or certified mail, postage pre-paid, and addressed as follows:

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- (a) If to the Bank at the address set forth below.

NBD Woodfield Bank
600 North Meacham Road
Schaumburg, Illinois 60173-6020

- (b) If to the Borrower at the address set forth below.

NBD Trust Company of Illinois as trustee
under trust agreement dated May 26, 1978
and known as Trust Number 1544
Arlington Heights & Higgins Roads
Elk Grove Village, Illinois 60077

- (c) If to the Guarantor at the addresses set forth below.

Herbert F. Harding
1552 North Waukegan Road
Lake Forest, Illinois 60045

John Mischitz
10622 Emerald Point
Sun City, Arizona 85351

Thomas Kane
8622 Bayport Lane
Cary, Illinois 60013

26. **Duplicate Originals.** This Agreement may be executed simultaneously or otherwise in one or more identical counterparts, each of which shall be deemed and construed as an original, and all of which shall be construed together to constitute one and the same document. It is specifically agreed and acknowledged by each party that in the event of an actual or alleged variation or discrepancy between two or more executed duplicate originals, the executed duplicate original in the possession of the Bank shall control.

27. **Paragraph Headings.** Each party acknowledges that this Agreement consists of multiple sections each of which is preceded by a heading and understands that the characterizations of such sections are for convenience and general descriptive purposes only, are not definitive in nature, and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof. The parties further acknowledge each to the other that no party is relying upon any characterization or implication from any such section heading in the execution of this Agreement.

28. **Trustee's Exculpation.** This Agreement is executed by the undersigned trust company, not personally but solely as trustee under a trust agreement identified below 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 said trust company and/or

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trustee are undertaken by it solely as trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly and no personal liability shall be asserted or be enforceable against said trust company, as such trustee by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:

NBD Trust Company of Illinois as trustee under trust agreement dated May 26, 1978 and known as Trust Number 1544

By: *Patricia C. Dunbar*
An Authorized Trust Officer

ATTEST:

By: *[Signature]*
An Authorized Trust Officer

BANK:

NBD Woodfield Bank

By: *[Signature]*

Title: Commercial Loan Officer

SEE TRUSTEE'S PAGE

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FOR ATTENTION AND MADE A PART HEREOF

RIDER ATTACHED TO AND MADE A PART OF

MORTGAGE

~~(ORIGINATOR/ASSIGNOR)~~
~~(ENDORSEMENT/ASSIGNMENT)~~
~~(MODIFICATION/ASSIGNMENT)~~
(THIRD MODIFICATION AGREEMENT)

DATED September 1, 1992 UNDER TRUST NO. 1544-EG

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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 Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by NBD TRUST COMPANY OF ILLINOIS are under taken 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 hereof, by enforcement of the lien heretofore created in the manner provided therefor and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

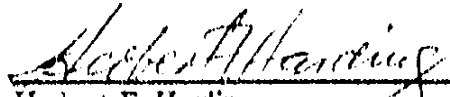
It is expressly understood and agreed by every person, firm or corporation claiming an interest under this document, that NBD TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise, arising out of, or in any way related to (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, firm, 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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ACKNOWLEDGEMENT: The undersigned, as Guarantor of the obligations of the above-named Borrower hereby acknowledge and consent to the matters effected by the foregoing Third Amendment to Loan Documents, and agrees that the undersigned's liability as Guarantor shall not be diminished thereby; further any and each Guarantor specifically consents to any and all extensions, renewals, modifications, replacements, or amendments, including any extension(s) which are for periods of time longer than the initial period or term of the Loan.

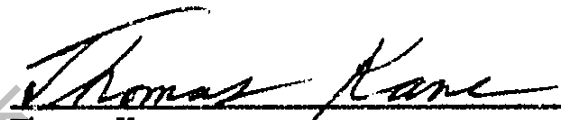
GUARANTOR:



Herbert F. Harding



John Mischitz



Thomas Kane

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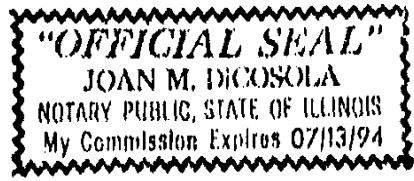
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STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Patricia A. Dunphy personally known to me to be the TRUST OFFICER of NBD Trust Company of Illinois and Cheryl L. Martin personally known to me to be the SECRETARY of said corporation, and 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 severally acknowledged that in such capacity, they signed and delivered the said instrument and caused the corporate seal to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and notarial seal on September 22, 1992.

Joan M. Dicosola
NOTARY PUBLIC

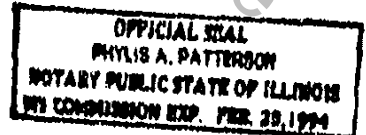


STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Herbert F. Harding, John Mischitz, and Thomas Kune 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 therein set forth.

GIVEN UNDER MY HAND and notarial seal on Sept 22, 1992.

Phylis A. Patterson
NOTARY PUBLIC



927223692

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11/15/2011 10:54:11 AM

COOK COUNTY CLERK'S OFFICE
MORTGAGE DIVISION
RECORDS SECTION
11/15/2011 10:54:11 AM

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EXHIBIT A

LEGAL DESCRIPTION OF MORTGAGED PREMISES

LOTS 8 THRU 15 INCLUSIVE IN MURIELLO'S RESUBDIVISION OF PART OF LOT 16 AND ALL OF LOTS 17, 18 AND 19 IN SYRACUSE INDUSTRIAL SUBDIVISION IN THE NORTH EAST FRACTIONAL 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 9101-23 Medill Avenue, Franklin Park, Illinois 60131

P.I.N.: 12-34-211-001
12-34-211-002
12-34-211-003
12-34-211-004
12-34-211-005
12-34-211-006
12-34-211-007
12-34-211-008

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5/20/2024 10:00 AM