

COOK COUNTY ILLINOIS
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MODIFICATION AGREEMENT

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THIS MODIFICATION of Principal Note (hereinafter referred to as the "Modification Agreement") made as of this 22nd day of September, 1992, by and between CHICAGO TITLE & TRUST CO., not personally, but solely as Trustee under Trust Agreements dated February 1, 1983 and known as Trust No. 1083160 and Trust No. 1083161 (collectively, the "Trustee") and THADDEUS W. LASIEWICZ ("Co-Maker") (Trustee and Co-Maker are hereinafter collectively referred to as the "Borrowers") and NORTHERN TRUST BANK O'HARE, N.A., f/k/a O'Hare International Bank, N.A. ("Lender").

W I T N E S S E T H :

WHEREAS, Borrowers have executed and delivered to Lender that certain principal note dated as of April 27, 1983, in the original principal sum of \$120,000.00 and made by Borrowers, as amended by Agreement for Adjustment of Loan Terms dated July 1, 1983, and further amended by Modification Agreement between Borrowers and Lender dated May 29, 1987, (collectively, the "Note"), which Note is secured by:

- (i) a mortgage dated April 27, 1983, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 26610207 (the "Mortgage") on property commonly known as 1493 Circle Court, Elk Grove Village, Illinois and 1563 Columbia Court, Elk Grove Village, Illinois, and legally described on Exhibit "A" attached hereto and made a part hereof (collectively, the "Premises");
- (ii) a security agreement and collateral assignment of beneficial interest in trust dated as of April 27, 1983 between Thaddeus W. Lasiewicz as the owner of 100 percent of the beneficial interest under Chicago Title & Trust Co., as Trustee under Trust Agreement dated February 1, 1983 and known as Trust No. 1083160 and Northern Trust Bank/O'Hare, N.A., f/k/a O'Hare International Bank, N.A. (the "First Collateral ABI"); and
- (iii) a security agreement and collateral assignment of beneficial interest in trust dated as of April 27, 1983 between Thaddeus W. Lasiewicz as the owner of 100 percent of the beneficial interest under Chicago Title & Trust Co., as Trustee under Trust Agreement dated February 1, 1983 and known as Trust No. 1083161 and Northern Trust Bank/O'Hare, N.A., f/k/a O'Hare International Bank, N.A. (the "Second Collateral ABI"). (The First Collateral ABI and the Second Collateral ABI are hereinafter referred to as the "Collateral ABI's".)

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4. Contemporaneously with the execution of this Modification Agreement by Lender, Borrower shall pay to Lender the sum of

3. Except for the modifications stated herein, the Note and Loan Documents are not otherwise changed, modified or amended.

2. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Note, as hereby modified and amended.

D. Interest after the Maturity Date of June 1, 1997, shall be paid at 2.5% above the Lender's announced prime rate of interest from time to time, on the whole amount of said principal sum remaining unpaid.

C. A final payment of principal, interest and all other sums due and owing pursuant to the Note, as hereby amended, and all other documents executed and delivered to secure the principal amount of the Note, on June 1, 1997.

B. Commencing on the first day of October, 1992, and on the 1st day of each and every month thereafter to and including May 1, 1997, Borrowers shall make monthly payments of principal and interest in the amount of \$1,051.91; and
A. Effective as of June 1, 1992, the principal balance of the Note shall bear interest at per annum rate of nine (9%) percent.

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1. That the Note is hereby modified as follows:

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Mortgage held by Lender is a valid, first and subsisting lien on the Premises and that the execution of this Modification Agreement will not impair the lien of said Mortgage and that there is no existing second mortgage or other liens subsequent to the lien of the Mortgage held by Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement shall not take effect and shall be void), IT IS AGREED AS FOLLOWS:

WHEREAS, Borrowers are desirous of amending the maturity date, interest rate and payment terms of the Note and Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided.

The Mortgage and collateral ABI's are hereinafter collectively referred to as the "Loan Documents".

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\$970.00
7/29/92

~~\$1,200.00~~, plus Lender's legal fees and closing costs relating to this Modification Agreement.

5. The Premises described in the Mortgage shall remain in all events subject to the lien, charge or encumbrance of the Mortgage, or conveyance of title (if any) effected thereby, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to effect the lien, charge or encumbrance of, or warranty of title in, or conveyance effected by the Mortgage, or the priority thereof over liens, charges, encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Note and/or Mortgage, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

6. This Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

7. The Borrowers hereby ratify and confirm their respective obligations and liabilities under the Note, Mortgage and Collateral ABI's, as hereby amended, and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-offs against the enforcement by Lender of the respective obligations and liabilities of the Trustee and Co-Maker under the Note, Mortgage and Collateral ABI's as so amended.

8. This Modification Agreement is executed by Chicago Title & Trust Co., not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this Modification Agreement shall be construed as creating any personal liability on said Trustee.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and executed not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers 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 Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

CHICAGO TITLE & TRUST CO., not personally, but solely as Trustee as aforesaid

Carolyn Paul
Asst. Vice President

Attest: *[Signature]*
Asst. Secretary

Thaddeus W. Lasiewicz
THADDEUS W. LASIEWICZ

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LENDER:

NORTHERN TRUST BANK/O'HARE N.A.

By: Jeffrey Walker

Attest: St. V. R.

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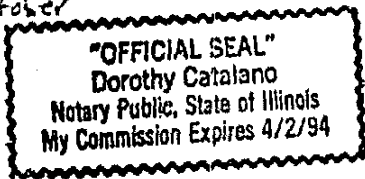
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT CAROLYN SAUL personally known to me as Asst. Vice President of CHICAGO TITLE & TRUST CO., as Trustee under Trust Nos. 1083160 and 1083161, an Illinois corporation, and TERESA MARQUEZ Asst 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 acknowledged that as such Asst. Vice President and Asst secretary of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their 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 1st day of ~~September~~, 1992.
October



Dorothy Catalano
Notary Public

My Commission Expires: _____

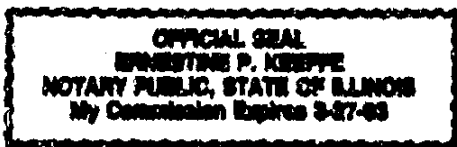
STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT THADDEUS W. LASIEWICZ, personally known to me to be the same person whose name is subscribed to the foregoing instrument, personally appeared before me this day and of his own free will, subscribed his name to the foregoing instrument for the uses and purposes therein contained.

Given under my hand and notarial seal this 29 day of September, 1992.

Ernestine P. Keeffe
(Notary Public)

My Commission Expires: 3/27/93



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OFFICIAL SEAL
Dorothy E. ...
Notary Public, State of Illinois
My Commission Expires 3-27-83

OFFICIAL SEAL
EMERSON P. KERR
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 3-27-83

10-11-82 10:00 AM

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STATE OF ILLINOIS

COUNTY OF COOK

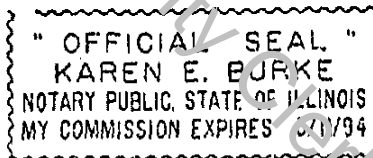
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jessie Walker personally known to me as Second Vice Pres. of NORTHERN TRUST BANK/O'HARE, an Illinois corporation, and THOMAS LEIGH, ~~secretary~~ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Second Vice Pres. and Secretary of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their 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 16th day of October 1992.

Karen E. Burke

Notary Public

My Commission Expires: 3/1/94



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PARK RIDGE, ILLINOIS 60068
SUITE 200
1300 WEST HIGGINS ROAD
DI MONTE & LIZAK
BRUCE A. SALK

BOX 333 - TH

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING, RETURN TO:

COMMON ADDRESS: 1563 Columbia Court
Elk Grove Village, Illinois 60007

PIN: 07-25-310-073

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS MADE BY FIRST ARLINGTON NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 14, 1976, KNOWN AS TRUST NUMBER A638 DATED MARCH 29, 1977 AND RECORDED APRIL 5, 1977 AS DOCUMENT 23875739 AND AS CREATED BY DEED FROM FIRST ARLINGTON NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 14, 1976, AND KNOWN AS TRUST NUMBER A638 TO HARRY Q. RHODE DATED JANUARY 31, 1983 AND RECORDED FEBRUARY 14, 1983 AS DOCUMENT 26496679.

Parcel 2:

THE SOUTHERLY 24 FEET OF THE NORTHERLY 67.5 FEET OF LOT 10 IN ROUNDREE COMMONS, A SUBDIVISION IN SECTION 25, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1976 AS DOCUMENT 23671013 IN COOK COUNTY, ILLINOIS.

Parcel 1:

COMMON ADDRESS: 1493 Circle Court
Elk Grove Village, Illinois 60007

PIN: 07-25-407-038

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS MADE BY FIRST ARLINGTON NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 14, 1976 AND KNOWN AS TRUST NUMBER A638 DATED MARCH 29, 1977 AND RECORDED APRIL 5, 1977 AS DOCUMENT 23875739, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

Parcel 2:

THE WEST 31 FEET OF LOT 17 IN ROUNDREE COMMONS, A SUBDIVISION IN SECTION 25, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1976 AS DOCUMENT 23671013, IN COOK COUNTY, ILLINOIS.

Parcel 1:

EXHIBIT "A"

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