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**SUPPLEMENT AND MODIFICATION TO MORTGAGE AND NOTE**

This Supplement and Modification to Mortgage and Note entered into this 28 day of September, 1992, by and between William G. Strejc and Cecilia A. Strejc (hereinafter jointly referred to as "Borrower") and **LASALLE BANK NORTHBROOK**, its successors and assigns (hereinafter referred to as "Mortgagee").

**WITNESSETH:**

WHEREAS, Borrower made and delivered that certain Note dated 8/27/92 in the principal amount of ONE HUNDRED EIGHTY THOUSAND and NO /100 (\$ 180,000.00) Dollars (the "Note") to Mortgagee, which Note is secured by a Mortgage dated AUGUST 27, 19 92, (the "Mortgage") which was recorded on SEPTEMBER 3, 1992, as Document No. 92654481 in the Office of the Recorder of Deeds, in COOK County, Illinois and other collateral; and

WHEREAS, Note principal in the amount of \$ 180,000.00 remains unpaid as of the date hereof; and

WHEREAS, Borrower has requested that Mortgagee agree to modify the Note and substitute a Modified Secured Promissory Note dated SEPTEMBER 28, 1992, in the principal amount of \$ 189,000.00 (the "New Note"), and

WHEREAS, Mortgagee has agreed to the Borrower's request to supplement and modify the aforementioned Mortgage and to substitute the New Note on the terms and conditions as set forth herein; and

WHEREAS, Borrower recognized and affirms that the lien of the aforesaid Mortgage held by Mortgagee is a valid and subsisting lien on the real property located in COOK County, State of Illinois, legally described in Exhibit "A" attached hereto and incorporated by reference herein. The common address of the real property is 2755 PRINCE STREET, NORTHBROOK, IL, 60062. The permanent real estate tax number is 04-21-110-009.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the new Note and upon the expressed condition that the lien of the Mortgage is a valid and subsisting lien on the premises legally described in Exhibit "A" and on the further condition that the execution of this Supplement and Modification of the Mortgage and New Note will not impair the lien of said Mortgage and that it is understood that upon a breach

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Prepared By & Mailed to:  
La Salle Bank Northbrook  
1200 Sherman Pl.  
Northbrook, Ill. 60062

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of said conditions or either of them that this Agreement will not take effect and shall be void.

IT IS HEREBY AGREED as follows:

1. PREAMBLE: The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.

2. BORROWERS COVENANTS: Borrower hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Mortgage, Note and New Note to be performed by the Borrower therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Mortgage and this Supplement and Modification to Mortgage and Note. To the extent the terms of the Note and the New Note are inconsistent, the terms of the New Note shall control.

3. MODIFICATION: It is further agreed, however, that the Mortgage and Note on which there is presently an outstanding balance of ONE HUNDRED EIGHTY THOUSAND and No/100 Dollars (\$ 180,000.00 ), as aforesaid and which is due currently to be paid in full no later than JULY 10, 1996, shall be modified as follows:

a. PRINCIPAL AMOUNT: The Principal amount of the New Note shall be ONE HUNDRED EIGHTY-NINE THOUSAND and No/100 Dollars (\$ 189,000.00 ).

b. INTEREST TERMS: The New Note will bear interest from the date hereof at the rate of \*\*\*\* percent ( % ) per annum. In the event of default the default interest rate shall be an amount equal to the \*\*\*\* percent ( % ) per annum above the Mortgagee's prime rate in effect from time to time, which rate shall change when the prime rate changes.

c. PLACE OF PAYMENT: All payments shall be made in lawful money of the United States at the offices of LASALLE BANK NORTHBROOK, 1200 Shermer Road, Northbrook, Illinois 60062, or such other place that the holder may from time to time in writing elect.

d. DUE DATE: Payment in full is due no later than the Maturity date of the New Note and this modification which date is JULY 10, 1996.

e. PRIME RATE: The Mortgagee is not obligated to give notice of prime rate fluctuations. The term "prime rate" as used herein, shall mean at any time, the prime rate of the Mortgagee as announced from time to time by the Mortgagee. It is expressly agreed that the use of the term prime rate is not intended, nor does it imply that the rate of interest is a preferred rate of interest or one which is offered by the Mortgagee to its

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most credit worthy customers.

## PARAGRAPHS 4 AND 5 ARE APPLICABLE IF A REVOLVING LOAN IS MODIFIED

4. REVOLVING CREDIT LOAN: This Note is a REVOLVING CREDIT LOAN as defined in Illinois Revised Statutes, Chap. 17, Sections 312.3 and 6404.

5. REVOLVING CREDIT LOAN ADVANCES: The Mortgage and Assignment of Rents, if any secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or at the option of LASALLE BANK NORTHBROOK, or otherwise, as are made during the term of the Note secured thereby, to the same extent as if such future advances were made on the date of the execution of such Mortgage, although there may be no advance made at the time of execution of such mortgage or other instrument and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured may increase or decrease from time to time, but the total unpaid balance so secured at any time shall not exceed the maximum principal amount of the Mortgage, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on said property with interest on such disbursements.

6. Hold Harmless to Mortgagee. Beneficiaries of land trust (hereinafter referred to as "Beneficiaries") hereby agrees to indemnify and save mortgagee, its successors and assigns, harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) incurred by Mortgagee on account of claims or demands of every nature, kind and description for loss or damage to property, or injury to or death of every person, caused by, or connected in any manner, with the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release, from the Premises or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any "Hazardous Material" (defined below), including without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any Federal, State, local or other statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material, or the construction, operation, administration or inspection of the Project, whether due in whole or in part to negligence of the Beneficiaries, the Mortgagee, any contractor or contractors, subcontracts or subcontractors, or to the negligence of their respective partners, agents or employees, except for acts or willful or wanton misconduct of the Mortgagee or the Mortgagee's employees or agents (the "Indemnified Matters"). At its own cost and expense. Beneficiaries hereby agrees to hold Mortgagee and its employees, agents, representatives, successors or assigns (the "Indemnified Parties") harmless as well as defend and pay all costs and expenses (including reasonable attorneys' fees) of any and all suits or other legal proceedings that may be brought or instituted against the Indemnified Parties on any Indemnified matters, and pay and satisfy

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any judgment that may be rendered against the Indemnified Parties in any such suit or legal proceeding, or the amount of any compromise or settlement that may result therefrom, unless attributable primarily to the willful or wanton misconduct of the Indemnified Parties. For purposes hereof, "Hazardous Material" means any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous waste, substance or material.

**7. INCORPORATION PROVISIONS:** This agreement is supplementary to said Mortgage and Notes. All the provisions thereof and of the principal note or notes, including the rights to declare principal and accrued interest due for any cause specified in said mortgage or notes, but not including any prepayment privileges unless herein expressly provided for shall remain in full force and effect as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under an by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the owner consists of two or more persons, their liability hereunder shall be joint and several.

## PARAGRAPH 8 IS APPLICABLE IF A LAND TRUSTEE SIGNS THE NOTE

**8. Exculpatory Clause.** This document is executed by \_\_\_\_\_, as Trustee of the Land Trust in the exercise of the authority conferred upon it as such Trustee and not in its individual capacity. Nothing contained in this document shall be constituted as creating any liability on \_\_\_\_\_, in its individual capacity, to pay the Notes or any interest that may accrue thereon, or any fee or charge that may become payable under this document or the Notes or to perform any covenant (either express or implied) contained in this document of the Note, all such liability, if any, being hereby waived by Lender and every person hereafter claiming any right of security hereunder. So far as \_\_\_\_\_ and its successors are concerned, Lender and the owner of any indebtedness accruing hereunder shall, in the event of a default, look solely to the premises and the rents, issues and profits thereof or remedies available under other loan documentation.

**9. DEFAULT:** Borrower agrees that if a default is made in the payment of principal or interest in the New Note when due, or if there shall be any other breach or default of the terms conditions, covenants of the Mortgage, the New Note, any guaranty or other instrument securing repayment of the New Note, then the entire principal balance,

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together with all accrued interest shall, at the option of the Mortgagee, as holder of the New Note, become due and payable immediately without further notice.

10. **REAFFIRMATION OF THE LIEN:** All the real property described in the Mortgage shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and nothing done pursuant hereto shall effect the conveyance affected by the Mortgage except as expressly provided herein.

11. **RECORDING:** The original signed copy of this Supplement and Modification to Mortgage and Note shall be duly recorded in the Office of the Recorder of Deeds of COOK County, Illinois. This Supplement and Modification to Mortgage and Note, the original Mortgage and Note, shall constitute the terms and conditions of the Mortgage and the New Note and shall be binding upon Borrower its heirs, legatees, successors and assigns.

IN WITNESS WHEREOF, WILLIAM G. STREJC and CECILIA A. STREJC have caused these presents to be executed as of the day and year first written above.

## INDIVIDUAL SIGNATURE BLOCK

BORROWER:

William G. Strejc  
WILLIAM G. STREJC

Cecilia A. Strejc  
CECILIA A. STREJC

## LAND TRUSTEE'S SIGNATURE BLOCK

BORROWER:

\_\_\_\_\_, Trustee under trust agreement  
dated \_\_\_\_\_ and known as Trust No. \_\_\_\_\_

\_\_\_\_\_  
Trust Officer

Attest: \_\_\_\_\_

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APPROVED this 8 day of OCTOBER 1997

LASALLE BANK NORTHBROOK

By: [Signature] President

Attest: [Signature] Secretary

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS )
COUNTY OF COOK ) SS.

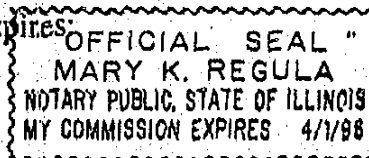
I, MARY K REGULA, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that WILLIAM E STREJC and CECILIA A STREJC are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 8 day of OCTOBER, 1997

[Signature of Mary K Regula]
Notary Public

Notary

My Commission expires



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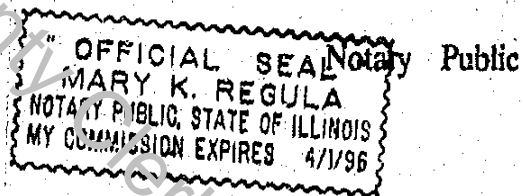
MORTGAGEE'S ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, MARY K REGULA, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that DANIEL M BARRON, and JAMES H NOLAN, the ~~ASA~~ VICE President and ~~LENDING MANAGER~~ LENDING MANAGER of LASALLE BANK NORTHBROOK, 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 said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 8 day of OCTOBER, 1997

Mary K Regula  
My Commission expires:



APPLICABLE IF A LAND TRUSTEE SIGNS THE NOTE

LAND TRUSTEE ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF ----- )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, President of

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\_\_\_\_\_ and \_\_\_\_\_, Assistant Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ 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 Corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said instrument as his 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 \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

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EXHIBIT "A"

INSERT LEGAL

P.I.N.: 04-21-110-009

Common Address: 2755 PRINCE STREET, NORTHBROOK, ILLINOIS 60062

LOT 1 IN BLOCK 2, ALL IN STONE HEDGE MANOR, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF WILLOW ROAD AS DEDICATED BY DOCUMENT NUMBER 11,231,380 (EXCEPT THE SOUTH 20 ACRES THEREOF) AND (EXCEPT THE NORTH 531.68 FEET THEREOF) AND (EXCEPT THAT PART LYING EAST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 15 ACRES OF THE SOUTH 20 ACRES THEREOF), IN COOK COUNTY, ILLINOIS.

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