

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made and entered into as of the 1st day of July, 1991, by and between NBD PARK RIDGE BANK f/k/a Citizens Bank & Trust Company, the owner of that certain Trust Deed dated May 19, 1986 and NBD Trust Company of Illinois, Successor Trustee to the NBD Park Ridge Bank, f/k/a Citizens Bank & Trust Company, not personally but as Trustee under Trust Agreement dated May 13, 1986 and known as Trust #66-5416 ("First Party").

WITNESSETH

WHEREAS, First Party has heretofore executed and delivered to the Bank a certain Instalment Note (herein called the "Instalment Note") dated May 19, 1986 in the principal sum of Two Hundred Ten Thousand and no/100 Dollars (\$210,000.00) payable to the order of bearer which Instalment Note is held by NBD Park Ridge Bank (hereinafter described as "Bank") secured by said Trust Deed and an assignment of rents and leases registered May 22, 1986 in the Office of the Registrar of Titles of Cook County as Document No. 3516716 and 3516717, respectively on certain Real Estate described as follows:

1. 14555 PAR 6285 01/08/92 11:29:00 \$33,000
2. 45970 PAR 6285 01/08/92 11:29:00
COOK COUNTY REGISTER

See attached Exhibit A

WHEREAS, First Party has requested that the Bank extend the maturity of the Instalment Note and the Bank is willing to do so provided that the Instalment Note is replaced with a replacement note (herein called the "Replacement Note") of even date herewith in the stated principal sum of One Hundred Thirty-seven Thousand Ninety-six and 79/100 Dollars (\$137,096.79) payable to the order of the Bank and due and payable, if not sooner paid, on December 01, 1996 (herein called the "New Maturity Date"), and that the Trust Deed be modified and amended as hereinafter set forth and subject to the terms, provisions and conditions hereinafter contained.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereby agree as follows:

1. Commencing on the date hereof the Instalment Note shall be replaced by the Replacement Note.
2. The Trust Deed is hereby modified and amended to provide that commencing the date hereof, the Replacement Note and any and all future renewals, extensions or substitutions thereof is secured thereby and all references in the Trust Deed to the Instalment Note and the "note" shall hereafter be deemed to be references to the Replacement Note and any and all future renewals, extensions or substitutions thereof.
3. The maturity date of the Instalment Note is hereby extended to the New Maturity Date.
4. So long as the Loan remains outstanding, all beneficiaries of First Party shall furnish to Bank the following: i) on an annual basis beginning June, 1991, a completed personal financial statement signed by the beneficiary in form acceptable to Lender, ii) within ninety (90) days after the fiscal year end for Howard Frimark Insurance, provide a balance sheet and income statement for Howard Frimark Insurance for the previous fiscal year iii) within thirty (30) days after property taxes are due to Cook County, show evidence that payment of the property taxes on property described in Exhibit A have

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been made, and iii) promptly all other information or books and records Bank reasonably requires.

5. Wherever in the Trust Deed, or any other instrument evidencing, securing and guaranteeing the Instalment Note (herein together called the "Original Loan Documents") reference is made to any other of the Original Loan Documents, such reference shall be deemed a reference to the Original Loan Documents as hereby modified and amended. In all other respects except as modified herein and by the replacement of the Instalment Note with the Replacement Note, the Trust Deed remains unmodified and in full force and effect.

This Modification Agreement 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 such Trustee. All of the terms, provisions, stipulations, covenants and conditions to be performed by NBD TRUST COMPANY OF ILLINOIS are undertaken 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 this Modification 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 thereof, by enforcement of the lien heretofore created in the manner provided therefore 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 any interest in 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, from, or affecting the property or the soil, water, vegetation, buildings, 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.

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IN WITNESS WHEREOF, the parties hereto have caused this Trust Deed Modification Agreement to be executed by their respective duly authorized officers all on and as of the day, month and year first above written.

NBD PARK RIDGE BANK
f/k/a CITIZENS BANK
& TRUST COMPANY

NBD TRUST COMPANY OF ILLINOIS
SUCCESSOR TRUSTEE TO NBD PARK
RIDGE BANK f/k/a CITIZENS BANK
& TRUST COMPANY

By: [Signature]

By: [Signature] (SEAL)
ASST. VICE PRESIDENT

ALL WIT:
[Signature] (SEAL)
NOTARY PUBLIC

Property of Cook County Clerk's Office

Consented by:
Chicago Title and Trust Company
as trustee

[Signature]
ASST. VICE PRESIDENT

[Signature]
ASST. SECRETARY

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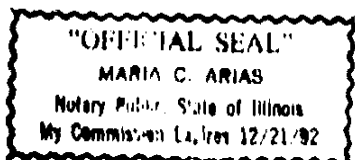
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Maria C. Arias, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Dorothy A. Denning, Assistant Vice President and Trust Officer, of NBD Trust Company of Illinois, an Illinois corporation, and Judith V. Batzel, Trust Officer of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President & Trust Officer and Trust Officer 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that she, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as her own free and voluntary act and as the free and voluntary act of said corporation Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of July, 1991.



Maria C. Arias
Notary Public

My Commission Expires:

12-21-92

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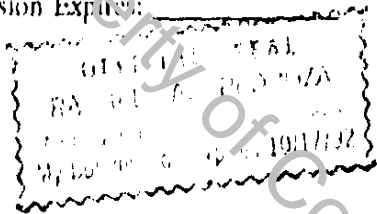
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State of Illinois)
) SS
County of Cook)

I, Rachel A. Pedroza, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Eric T. Johnson, Real Estate Loan Officer of NBD Park Ridge Bank, a corporation organized and existing under the laws of the State of Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Real Estate Loan Officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary acts, and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 24th day of July, 19 91

My Commission Expires:



Rachel A. Pedroza
Notary Public

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EXHIBIT A

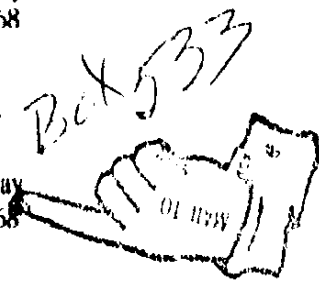
That part of LOT TEN, lying North Westerly of a line drawn 80 feet South Easterly of and parallel to the North Westerly line of said Lot (10) In Block Six (6) of Penny and Root's Subdivision of Blocks Six (6) and Seven (7) of Penny and Meacham's Subdivision of the South East quarter (1/4) of Section 26, Township 41 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

PINs 09-26-425-050-0000 and 09-26-425-051-0000

Commonly known as: 11 N. Northwest Highway
Park Ridge, Illinois

Prepared by: Eric T. Johnson
Real Estate Loan Officer
NBD Park Ridge Bank
One S. Northwest Highway
Park Ridge, Illinois 60068

Mail to: Eric T. Johnson
Real Estate Loan Officer
NBD Park Ridge Bank
One S. Northwest Highway
Park Ridge, Illinois 60068



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STATE OF ILLINOIS, }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date

Exp.

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Form 1329

Karen Naughton
Notary Public

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