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MODIFICATION AGREEMENT

This Modification of the Installment Note, Mortgage and Security Agreement, and Assignment of Rents and Leases ("Modification Agreement") is made on December 15, 1991, between NBD Trust Company of Illinois, not personally but as Trustee under a Trust Agreement dated November 7, 1986, and known as Trust Number 291WF ("Trustee"); John R. Reilly and Donna M. Reilly ("Beneficiaries") (the Trustee and the Beneficiaries hereinafter sometimes collectively referred to as "Borrower"); and NBD Woodfield Bank, formerly known as USAmericanc/Woodfield ("Lender").

DECEMBER 15 1991
 147777 TRON 4233 05/15/91 13:12:00
 10287 : G M-92-337305
 COOK COUNTY RECORDER

WITNESSETH:

Whereas, Lender made a loan to Trustee ("Loan") evidenced by that certain Installment Note dated November 17, 1986, in the original principal amount of Ninety Thousand and 00/100 DOLLARS (\$90,000.00) ("Note"); and

Whereas, the Note is secured by a Mortgage and Security Agreement ("Mortgage") of even date with the Note, registered on December 17, 1986, in the Registrar's Office of Cook County, Illinois, as Document Number 3576626 and an Assignment of Rents and Leases ("Assignment") of even date with the Note, registered on December 17, 1986, in the Registrar's Office of Cook County, Illinois, as Document Number 3576627, on real estate as more fully described in Exhibit "A" attached hereto and made a part hereof ("Premises"); and

Whereas, Beneficiaries hereby request that the Lender modify and extend the Note, Mortgage, and Assignment; and

Whereas, the parties hereto agree to enter into this Modification Agreement.

Now, therefore, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Note, Mortgage, and Assignment are hereby modified as follows:

1. That, as of the date hereof, the outstanding principal amount of the Note is Seventy-Seven Thousand Four Hundred and 00/100 DOLLARS (\$77,400.00).
2. That, the maturity date of the Note is hereby extended to December 15, 1996.
3. That, payments shall be due beginning on January 15, 1992, and due on the same day of each month thereafter, consisting of Four Hundred Thirty and 00/100 DOLLARS (\$430.00) principal plus interest, in arrears on the principal amount outstanding from time to time, with a final payment of the outstanding principal amount and accrued interest due and payable on December 15, 1996.
4. That, commencing December 15, 1991, interest shall be computed at a rate per annum equal to the announced prime rate of Lender, in effect from time to time, plus Two percent (2%), changing concurrently with each change in the prime rate of Lender.

5. That, while any portion of the indebtedness evidenced by the Note is outstanding, Borrower shall do the following:

- a) Provide to the Lender a copy of any lease affecting the Premises.
- b) Provide to the Lender an annual personal financial statement of John R. Reilly and Donna M. Reilly due within ninety (90) days after the anniversary of the previous statement.
- c) Provide to the Lender annual corporate financial statements of Metalloy Company, Inc. (on forms reasonably prescribed or approved by Lender) due within ninety (90) days after its fiscal year end.
- d) Provide to the Lender annual income and expense statements on the Premises (on forms reasonably prescribed or approved by Lender).

Any failure by Borrower to comply with the terms of this paragraph shall constitute a default under the Note, Mortgage, and Assignment.

6. That, the following is hereby added to and made a part of the Mortgage as paragraph 3.5: The Borrower represents and warrants to the Lender that (a) the Borrower has not used Hazardous Materials (as defined below) 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 Material and, to the best knowledge of the Borrower, 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; (b) the Borrower has 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,

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manufacture, refinement, handling, production or disposal of Hazardous Materials at the Premises and, to the best knowledge of the Borrower, there have been no actions commenced or threatened by any party for noncompliance which affects the Premises; (c) Borrower 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, Borrower 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 cause or permit, as a result of any intentional or unintentional act or omission on the part of Borrower or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the Premises or onto any other contiguous property; (d) the Borrower 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 Lender, and in accordance with the orders and directives of all federal, state and local governmental authorities. If the Borrower fails to conduct an environmental audit required by the Lender, then the Lender may at its option and at the expense of the Borrower, conduct such audit.

Subject to the limitations set forth below, the Borrower shall defend, indemnify and hold harmless the Lender, its employees, agents, officers and directors, from and against any claims, demand, 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 (a) 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; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the Premises; (c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the Premises, and/or (d) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Lender, 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:

(i) The Borrower 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 interest in and possession of the Premises or any part of the Premises shall have fully terminated by foreclosure of the Mortgage or acceptance of a deed in lieu of foreclosure;

(ii) The Borrower shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by the Lender, its successors or assigns.

The Borrower agrees that in the event the Mortgage is foreclosed or the Borrower tenders a deed in lieu of foreclosure, the Borrower shall deliver the Premises to the Lender 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.

For purposes of the Mortgage, "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. Sections 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. Sections 5901, 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.

The provisions of this section shall be in addition to any and all other obligations and liabilities the Borrower may have to the Lender under the debt listed in the Mortgage, any loan document, and in common law, and shall survive

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(a) the repayment of all sums due for the debt, (b) the satisfaction of all of the other obligations of the Borrower in the Mortgage and under any loan document, (c) the discharge of the Mortgage, and (d) the foreclosure of the Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in the Mortgage, it is the intention of the Borrower and the Lender that the indemnity provisions of this paragraph shall only apply to an action commenced against any owner or operator of the Premises in which any interest of the Lender is threatened or any claim is made against the Lender for the payment of money.

7. Except to the extent specifically set forth herein, the Note, Mortgage, and Assignment, or any other document securing or evidencing the Loan, shall remain in full force and effect in accordance with their respective terms.

This Modification Agreement is executed by NBD Trust Company of Illinois, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to perform any covenant either expressed or implied herein contained, or such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed as of the day and year first above written.

ATTEST:

Sheila K. Schwartz
Its: ASSISTANT SECRETARY

NBD Trust Company of Illinois,
not personally but as Trustee as
aforesaid

By: Patricia A. Dunbar
Its: TRUST SECRETARY

John R. Reilly
John R. Reilly

Donna M. Reilly
Donna M. Reilly

ATTEST:

Ruby D. Feeley
Its: COMMERCIAL BANK OFFICIAL

NBD WOODFIELD BANK

By: Ruby D. Feeley
Its: RUBY D. FEELEY
ASSISTANT VICE-PRESIDENT

PREPARED BY AND MAIL TO:
RUBY D. FEELEY
NBD WOODFIELD BANK
HIGGINS & MEACHAM ROADS
SCHAUMBURG, ILLINOIS 60196



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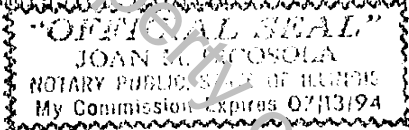
STATE OF ILLINOIS, COOK County ss:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patricia A. Dunleavy of NBD TRUST COMPANY OF ILLINOIS

and Shella K. Schwartz of said company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Ass't 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Ass't Secretary then and there acknowledged that he/she, as custodian of the corporate seal of said company, did affix the corporate seal to said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 16th day of January, 1992.

My Commission Expires:

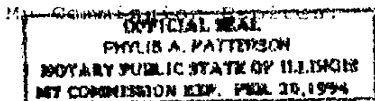


Joan M. Ciccosola
Notary Public

STATE OF ILLINOIS, Cook County ss:

I, Shelis A. Patterson, a Notary Public in and for said County and State, DO HEREBY CERTIFY that John R. Reilly and Dawn M. Reilly, personally known to me to be the same person(s) whose name(s) and subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15th day of January, 1992.



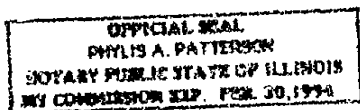
Shelis A. Patterson
Notary Public

STATE OF ILLINOIS, Cook County ss:

I, Shelis A. Patterson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bruce H. Fealey, of NBD Woodfield Bank, a bank, and Lori J. McCarty, of said bank, who 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 the foregoing instrument as Asst. Vice President and Commercial Loan Officer of said bank, respectively, and caused the corporate seal of said bank to be affixed thereto, pursuant to authority given by the Board of Directors of said bank, as their free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15th day of January, 1992.

My Commission Expires:



Shelis A. Patterson
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PREMISES:

UNIT A AS DELINEATED ON THE SURVEY OF LOT 2 IN BLOCK 2 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY USAMERICAN/ELK GROVE AS TRUSTEE UNDER TRUST NO. 2440 AND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON 11-28-86, AS DOCUMENT NO. 3571343, ALL IN COOK COUNTY, ILLINOIS, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THROUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PERMANENT INDEX NUMBER: 07-33-201-115-1001

COMMON ADDRESS: 801 W. ESTES AVENUE UNIT A, SCHAUMBURG, ILLINOIS

RIDER ATTACHED TO AND MADE A PART OF

MORTGAGE

(~~TRUSTEE'S ACKNOWLEDGMENT~~)
(~~EXTENSION OF MORTGAGEMENT~~)
(~~CONDITIONS OF MORTGAGEMENT~~)
()

DATED December 15, 1991 UNDER TRUST NO. 291-WE

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 such Trustee. All 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 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 thereof, 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.

SEE TRUSTEE'S RIDER ATTACHED TO AND MADE A PART HEREOF

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