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## MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement ("Modification") is made as of this 29th day of May, 1992, between Standard Bank and Trust Company of Hickory Hills, not personally, but as Trustee under Trust Agreement dated December 13, 1990, and known as Trust No. 5128, whose mailing address is 7800 West 95th Street, Hickory Hills, Illinois 60457 ("Mortgagor") and Nissan Motor Acceptance Corporation, a California corporation, with offices at 2500 South Highland, Suite 200, Lombard, Illinois 60148 ("Mortgagee").

### R E C I T A L S

WHEREAS, Mortgagee is the owner and holder of a certain note dated January 17, 1991 ("Note") secured by, among other things, Mortgage, Security Agreement and Financing Statement ("Mortgage") recorded in the original principal amount of Two Million One Hundred Seventy Eight Thousand Dollars (\$2,178,000.00) (the "Loan") in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 91027612 on January 17, 1991 on real estate legally described on the attached Exhibit A and commonly known as:

4300 West 95th Street  
Oak Lawn, Illinois

P.I.N. 24-03-400-040; 24-03-408-013;  
24-03-400-037; 24-03-408-010

DEPT-01 RECORDING \$27.00  
75111 TRAM 9035 06/04/92 12:02:00  
4117 A \*-92-393458  
COOK COUNTY RECORDER

WHEREAS, the original principal amount owing on such Note and Mortgage has been reduced to Two Million Eighty One Thousand Four Hundred Eleven and 60/100 (\$2,081,411.60) as of the date hereof; and

WHEREAS, the parties hereto desire to modify the terms of the Note and Mortgage as follows:

Box 377  
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secured by the Mortgage, or to perform any covenants, either that may accrue on the Note, or Mortgage or any indebtedness pay the Note or Mortgage or any interest, late charge, or premiums construed as creating any liability on the trustee personally to understood and agreed that nothing contained herein shall be power and authority to execute this instrument, and it is expressly as such trustee, and trustee hereby warrants that it possesses full exercise of the power and authority conferred upon and vested in it personally, but as trustee of the aforescribed trust in the 6. This modification is executed by the undersigned, not

except as herein modified, shall remain in full force and effect. 5. All terms, covenants, and conditions of the Mortgage, hereby warrants the title to the mortgaged premises.

4. Mortgagor covenants that the Mortgage is a valid first lien on the mortgaged premises and that there are no defenses or offsets to such mortgage as modified hereby. Mortgagor further hereby warrants the title to the mortgaged premises.

3. The term of the loan is five (5) years from the date hereof as more particularly described in that certain Replacement Note, executed and delivered by Mortgagor to Mortgagee on even date herewith.

2. The current Principal Amount shall bear interest at the fixed rate per annum of eight and four-fifths percent (8.80) from the date hereof to and including the date paid in full.

1. The current principal amount of the loan is TWO MILLION EIGHTY ONE THOUSAND FOUR HUNDRED ELEVEN AND 60/100 (\$2,081,411.60) ("current Principal Amount").

NOW, THEREFORE, in consideration of the above recitals, and of other good and valuable consideration, the receipt of which is hereby acknowledged, Mortgagor and Mortgagee covenant and agree to the following modifications:

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ATTEST:

BY: [Signature]  
Its: Asst. Trust Officer

BY: [Signature]  
Its: Asst. Trust Officer

STANDARD BANK AND TRUST COMPANY OF  
HICKORY HILLS, not personally, but  
solely as Trustee under trust  
agreement dated December 31, 1990,  
and known as Trust No. 5128

written.

Signed, sealed and delivered the day and year first above

express or impliedly contained herein, all such liability, if any,  
being expressly waived by the Holder as against the trustee, but  
not against any other person executing the Note or against any  
person guaranteeing same, and that it is understood that as far as  
the trustee is personally concerned, the Lender or holders of any  
Note and the owner or owners of any indebtedness secured thereby  
shall look solely to the Borrower(s), co-makers, guarantors, and  
any collateral mortgaged and/or conveyed and assigned, and to any  
other security given at any time to secure any payment as provided  
in the Note, Mortgage or this Modification.

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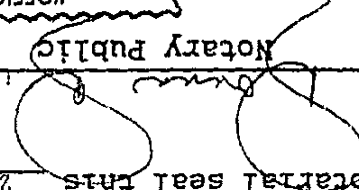
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This Document was Prepared by  
and should be returned to:  
Helen M. Jensen, Esq.  
Nisen & Elliott  
200 West Adams, Suite 2500  
Chicago, IL 60606

"OFFICIAL SEAL"  
Donna Diviero  
Notary Public State of Illinois  
My Commission Expires 3/12/94

Notary Public  


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

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Bridgette W. Scanlan and Brian M. Granato, personally known to me to be the A.V.P. & T.O. and A.T.O., and personally known to Standard Bank and Trust Company, and personally known to me to be the A.V.P. & T.O. and A.T.O., appeared before me this day in person and acknowledged that as such A.V.P. & T.O. and A.T.O., they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS. )

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