

BANK ONE MORTGAGE LOAN MODIFICATION AGREEMENT

This MORTGAGE LOAN MODIFICATION AGREEMENT is made and entered into on May 26, 1993 by and between First American Bank, as trustee under Trust Agreement dated December 1, 1989 and known as Trust No. F89-174 whose mailing address is C/O C.O. OWEN WAGENER AND CO., 10550 Lunt, Rosemont, IL 60018 (Mortgagor) and Bank One, Chicago, NA as successor by merger with Bank One, Wilmette, formerly known as First Illinois Bank of Wilmette whose mailing address is 1200 Central, Wilmette, Illinois 60091 ("Mortgagee") and William Street Building, an Illinois general partnership.

WHEREAS, the Mortgagor has executed and delivered to the Mortgagee the Mortgage Note of the Mortgagor to the Mortgagee dated April 23, 1990 in the original amount of \$600,000.00 ("Note") secured by a Mortgage, Security Agreement and Financing Statement dated April 23, 1990 recorded with the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 90228640 (the "Mortgage"), also secured by an Assignment of Rents of even date recorded with the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 90228641 ("Assignment of Rents"); relating to the real estate and premises situated in the County of Cook, State of Illinois being legally described as follows:

SEE rider attached as "Exhibit A"

WHEREAS, the parties desire to further modify the Mortgage and Assignment of Rents in the manner hereinafter set forth pursuant to the provisions of this Agreement and a Mortgage Note dated May 26, 1993 in the principal sum of \$528,877.67 ("Replacement Note").

NOW THEREFORE, for good and valuable consideration, Mortgagor and Mortgagee acknowledge and agree as follows:

1. The loan is a valid subsisting obligation of the Mortgagor with \$582,877.67 being the unpaid balance of the principal due on this indebtedness, as evidenced by the Note.

2. That there are no defenses or offsets against said obligation and that payment of the remainder of principal and interest thereon will be due in the following manner:

Effective as of and on June 1, 1993 interest shall be paid on the balance of principal remaining from time to time unpaid at the rate of Eight and One Quarter (8.25%) percent per annum; the principal of each of said installments unless paid when due shall bear interest after maturity at the rate of Fourteen (14.0%) per cent per annum; AND

Payment of the remainder of principal and interest thereon will be due in the following manner: FOUR THOUSAND EIGHT HUNDRED AND ~~00/100~~ (\$4,800.00) Dollars on June 15, 1993 and the fifteenth day of each and every month thereafter until the Mortgage Note is fully paid except that if not sooner paid, the final payment of principal and interest shall be due on May 15, 1997. All such payments on account of indebtedness secured hereby shall be applied first to interest on the unpaid balance of the Mortgage Note, secondly to any other sums due thereunder, thirdly to all other advances and claims secured hereby, and the remainder to principal.

3. The Mortgage and Assignment of Rents are hereby modified and these instruments continue to be collateral security for the Replacement Note.

4. All other terms and conditions of the original Note, Mortgage, Assignment of Rents and Guaranty referred to above shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and year first above written.

Exoneration provision restricting any liability of First American Bank attached hereto is expressly made a part hereof.

Attest: [Signature]
Its: ASSISTANT VICE PRESIDENT

LAND TRUST
First American Bank, as trustee under Trust Agreement dated December 1, 1989 and known as Trust No. F89-174.
By: [Signature]
Its: Vice President

William Street Building, an Illinois general partnership.

Attest: _____
Its: _____
By: [Signature]
Its: GENERAL PARTNER

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Bank One, Chicago, NA as successor by merger with Bank One, Wilmette, formerly known as First Illinois Bank of Wilmette.

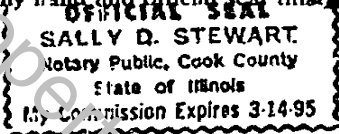
Attest:
Its:

By:
Its:

STATE OF IL
COUNTY OF COOK

I, SALLY D. STEWART, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that BRUCE W. KAMP, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and official seal this May day of 19 93



Sally D. Stewart
Notary Public

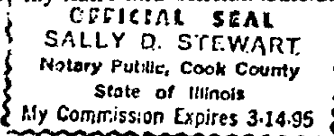
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T#8888 TRAN 0952 06/02/93 11:40:00
M577 * -73-115062
COOK COUNTY RECORDER

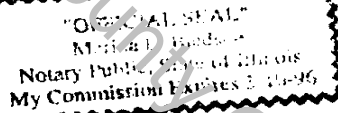
STATE OF IL
COUNTY OF COOK

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that OWEN WAGENER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and official seal this May day of 19 93



Sally D. Stewart
Notary Public



STATE OF IL
COUNTY OF COOK

I, MARINA L. Bledsoe, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert A. Cross President of First American Bank and Deborah R. Plunk A.U.F. 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 U.S.P. and A.U.F., 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 A.U.F. 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 official seal this 21st day of May 19 93

[Signature]
Notary Public

STATE OF IL
COUNTY OF COOK

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____, President of _____ and _____ 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 official seal this _____ day of _____ 19 _____

Notary Public

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EXHIBIT A

LEGAL DESCRIPTION FOR MORTGAGE LOAN MODIFICATION DATED MAY 26, 1993
IN THE AMOUNT OF \$582,877.67 EXECUTED BY FIRST AMERICAN BANK TRUST NO.
F89-174

PIN: 18-09-416-020; 18-09-416-021; 18-09-416-044

COMMONLY KNOWN AS: 5325 S. NINTH AVENUE, COUNTRYSIDE, ILLINOIS

Lot 4 (Except the North 80 Feet) and all of Lots 5 and 6, in Subdivision of Tract 4 of Dansher Industrial Park, Countryside, Illinois, being a Subdivision of part of the East 1/2 of the South East 1/4 of Section 9, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded July 19, 1968 as Document 20556468, in Cook County, Illinois.

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