

UNOFFICIAL COPY

THIS INDENTURE made this 17th day of March, 1993, by and between HARRIS BANK WINNETKA N.A., the owner of the mortgage or trust deed hereinafter described and AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO not personally but as Trustee u/t/a dated 5/30/89 and known as Trust #108233-00, representing himself, herself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

1. The parties hereby agree to modify indebtedness originally evidenced by the principal promissory note dated October 20, 1990 and now additionally evidenced by a note dated March 17, 1993 secured by a mortgage or trust deed in the nature of a mortgage and an assignment of rents in office of the Recorder of Deeds of Cook County, State of Illinois as document numbers 91024774 and 91024773, respectively, conveying to Harris Bank Winnetka, N.A. certain real estate in Cook County Illinois described as follows:

LOTS 26 & 27 IN BLOCK 1 IN FULLERTON'S THIRD ADDITION TO CHICAGO BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND LYING EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER IN COOK COUNTY, ILLINOIS.

Property Commonly Known As: 2340 N. Clybourn, Chicago, Illinois

P.T.N. 14-31-201-024

2. The amount remaining unpaid on the indebtedness is \$1,189,056.32

3. Said remaining indebtedness of \$1,189,056.32 shall be paid in consecutive monthly installments of FOURTEEN THOUSAND SIX HUNDRED FIFTY NINE AND 00/100 DOLLARS (14,659.00) beginning April 17, 1993 and on the 17th day of each and every month thereafter until said note is fully paid, the final payment, if not sooner paid shall be due on the 17th day of March, 1998, and the Owner in consideration of such modification promises and agrees to pay the principal sum secured by said mortgage or trust deed as and when therein provided, as hereby modified and to pay interest thereto until maturity of said principal sum as hereby modified at the rate of 8.50% per annum and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other United States Currency, at such banking house or trust company in the Village of Winnetka as the holder of holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at Harris Bank Winnetka, N.A.

4. If any part of said indebtedness or interest therein be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder of holders of said principal note or notes, become and be due and payable, in the same manner as if said modification had not been granted.

The terms and conditions provided in this instrument are subject to the terms and conditions of the promissory note attached and made a part hereof.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

AMERICAN NATIONAL BANK & TRUST COMPANY not personally but as Trustee u/t/a dtd. 5/30/89 aka Trust #108233-00.

BY: [Signature] ADJUTANT TRUSTEE

ATTEST: Gregory S. Kasprzyk

HARRIS BANK WINNETKA, N.A. ASSISTANT SECRETARY

BY: Ann T. Ivler Vice President

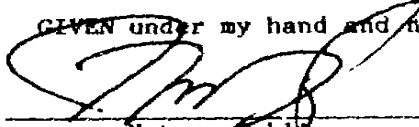
[Signature] K. William Mopper  
[Signature] Joseph Morgan  
[Signature] Andrew Weiss  
[Signature] Thomas J. Bassett, Assistant V.P.

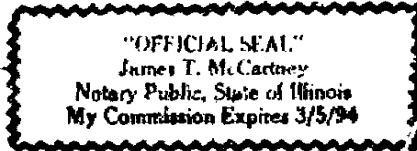
STATE OF ILLINOIS  
COUNTY OF COOK

# UNOFFICIAL COPY

I the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT K. William Mopper, Joseph Morgan & Andrew Weias personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this 10th day of May, 1993

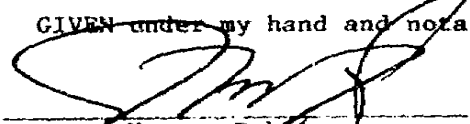
  
Notary Public

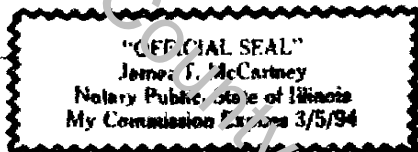


STATE OF ILLINOIS  
COUNTY OF COOK

I the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Ann T. Tyler Vice President of HARRIS BANK WINNETKA, N.A. and Thomas J. Bassett Assistant Vice President of said Corporation who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Vice President 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 Assistant Vice President 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 10th day of May, 1993

  
Notary Public



DEPT-01 RECORDING \$27.50


TW0800 TRAN 2374 06/11/93 11:14:00

#7121 \* \* -73-445292

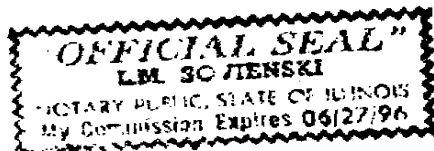
COOK COUNTY RECORDER

STATE OF ILLINOIS } SS.  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 1993 by Anita M. Lutkus TRUST OFFICER and Gregory S. Kasprzyk ASSISTANT SECRETARY, respectively, of \_\_\_\_\_ and \_\_\_\_\_, equal banking association, as its \_\_\_\_\_ of said banking association.

  
Notary Public

MAY 19 1993



95-43292

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MODIFICATION AGREEMENT

THIS INDENTURE made this 17th day of March, 1993, by and between HARRIS BANK WINNETKA N.A., the owner of the mortgage or trust deed hereinafter described and AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO not personally but as Trustee u/l/a dated 3/30/89 and known as Trust #108233-00, representing himself, herself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

1. The parties hereby agree to modify indebtedness originally evidenced by the principal promissory note dated October 20, 1990 and now additionally evidenced by a note dated March 17, 1993 secured by a mortgage or trust deed in the nature of a mortgage and an assignment of rents in office of the Recorder of Deeds of Cook County, State of Illinois as document numbers 91024774 and 91024773, respectively, conveying to Harris Bank Winnetka, N.A. certain real estate in Cook County Illinois described as follows:

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In this instrument  
subject to  
Notary Seal attached

5. The agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the principal note notes, including the right to declared principal and accrued interest due for any cause expressly provided for, shall remain in full force and effect except 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 and 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.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

AMERICAN NATIONAL BANK & TRUST COMPANY not personally but as Trustee u/l/a dtd. 3/30/89 aka Trust #108233-00.

OFFICER

BY:

SERGEY S. KASPIZYK

ATTEST:

HARRIS BANK WINNETKA, NATIONAL BANK

BY:

Ann T. Tyler, Vice President

Thomas J. Bassett, Assistant V.P.

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