

SECOND NOTE AND MORTGAGE EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT, made as of this 28th day of May, 1993, by and between LaSalle National Trust N.A., successor trustee to LaSalle National Bank, not personally but as Trustee under a Trust Agreement dated August 4, 1988 and known as Trust Number 113390 (hereinafter called "Owner") and Chicago Title and Trust Company, an Illinois corporation (hereinafter called "Trustee").

WITNESSETH

WHEREAS, Owner is the owner of the premises commonly known as 6150 N. Kenmore, Chicago, Illinois and legally described in Exhibit "A" attached hereto, which were mortgaged to the Trustee by a Purchase Money Second Trust Deed dated September 1, 1983 and recorded in the Recorder of Deeds Office of Cook County, Illinois as Document Number 26760033 ("Mortgage") for the purpose of securing payment of a Purchase Money Second Installment Note ("Note") to David S. Bern in the original principal amount of Eight Hundred Twenty-Three Thousand Three Hundred Twenty-Three Dollars (\$823,323.00);

WHEREAS, said Note and Mortgage were modified by that certain Note and Mortgage Extension and Modification Agreement ("First Extension Agreement") dated as of February 14, 1992 wherein the maturity date of the Note was extended from March 1, 1992 to June 1, 1993;

WHEREAS, Owner wishes to again extend the maturity date of said Note and to make additional changes to the Note as set forth herein below; and

WHEREAS, Trustee is willing to grant an extension of the Note so that the same will mature on June 1, 1994.

NOW THEREFORE, for and in consideration of the premises and the mutual agreements hereinafter set forth, the parties agree as follows:

1. The Owner and Trustee acknowledge that as of May 28, 1993, the current unpaid principal balance due under the Note is Eight Hundred Seven Thousand Two Hundred Seventy-Seven Dollars and 81/100 (\$807,277.81).

2. The Note is hereby amended extending the maturity date from June 1, 1993 to June 1, 1994.

3. The Note is hereby modified to provide that the unpaid principal balance thereof shall bear interest at the rate of 9.5% per annum from and after June 1, 1993 and that the monthly payments of principal and interest thereunder are increased from \$6,353.31 to \$6,651.19 per month commencing on the first day of June, 1993 and continuing on the first day of each and every month thereafter with a final payment of the unpaid principal balance plus outstanding and accrued interest due on June 1, 1994.

RECORDED IN THE RECORDER OF DEEDS OFFICE OF COOK COUNTY, ILLINOIS

COOK COUNTY CLERK'S OFFICE

93479310

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF
(~~TRANSFER AGREEMENT~~)
Second Note and MORTGAGE (EXTENSION AGREEMENT and Modification
(~~ADDITIONAL AGREEMENT~~)

Dated MAY 27 1993

Under Trust No. 113390

This instrument is executed LASALLE NATIONAL TRUST, N.A., 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 LASALLE NATIONAL TRUST, N.A. are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LASALLE NATIONAL TRUST, N.A. by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL TRUST, N.A., 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 party now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL TRUST, N.A., personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL TRUST, N.A. 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. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

Form XX0786
5/1/90

93479310

NOT-BILLED TO RELEASE DEPARTMENT

Trustee's Duty Statement

UNOFFICIAL COPY

93479310

4. This Second Note and Mortgage Extension and Modification Agreement shall not become effective until such time as an original counterpart of this Agreement is duly executed and recorded with the Recorder of Deeds Office of Cook County, Illinois.

ALL REMAINING terms and provisions of the Note, Mortgage and First Extension Agreement, except as modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

OWNER:

LaSalle National Trust N.A.
successor trustee to LaSalle
National Bank

By: [Signature]
Its: ASSISTANT VICE PRESIDENT

ATTEST:

By: [Signature]
Its: ASSISTANT SECRETARY

TRUSTEE:

Chicago Title and Trust Company
as Trustee

By: [Signature]
Its: ASSISTANT VICE PRESIDENT



COOK COUNTY, ILLINOIS
FILED FOR RECORD

73 JUN 23 PM 12:35

93479310

93479310

COOK County Clerk's Office

UNOFFICIAL COPY

9 3 4 7 3 3 1 0

EXHIBIT "A"

LOTS 5 AND 6 IN BLOCK 11 IN COCHRAN'S SECOND ADDITION TO EDGEWATER IN THE EAST FRACTIONAL HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 1320 FEET OF THE SOUTH 1913 FEET THEREOF) IN COOK COUNTY, ILLINOIS

P.I.N. 14-05-209-017-0000

P.I.N. 14-05-209-018-0000

Commonly known as 6150 Kenmore, Chicago, IL

Property of Cook County Clerk's Office

93479310

Mail to:
David S Bern
309 West Washington St.
Chicago IL 60606
Suite 900.

Box 333

UNOFFICIAL COPY

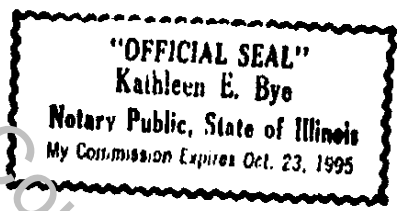
93479310

STATE OF ILLINOIS)
COUNTY OF COOK)

I, KATHLEEN E. BYE, a notary in and for and residing in said County in the State aforesaid, do hereby certify that Rosemary Collins, Ass't Vice President of LaSalle National Trust N.A. and William H. Dillon, ASSISTANT SECRETARY who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Ass't 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, as Trustee as aforesaid for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY then and there acknowledged that as custodian of the corporate seal of said company, did affix the corporate seal of said company to said instrument as his/her own free and voluntary act of said company, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16 day of JUNE, 1993 A.D.

[Signature of Kathleen E. Bye]
Notary



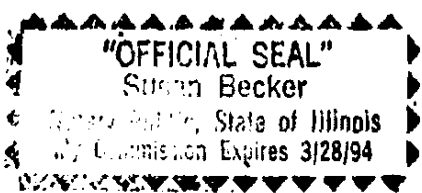
STATE OF ILLINOIS)
COUNTY OF COOK)

I, SUSAN BECKER, a notary in and for and residing in said County in the State aforesaid, do hereby certify that Gary Pechter, Associate Counsel of Chicago Title and Trust Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Associate Counsel appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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, this 23 day of June, 1993 A.D.

[Signature of Susan Becker]
Notary

Prepared by and return to:
Gary Pechter
Associate Counsel
The Inland Group, Inc.
2901 Butterfield Road
Oak Brook, IL 60521



93479310