

# UNOFFICIAL COPY

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## MODIFICATION AGREEMENT

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This Modification Agreement, dated this 4th day of August, 1993, is by and between NBD Bank, successor by merger to Countryside Bank, a State Banking Association, whose address is 55 E. Euclid, Mt. Prospect, IL 60056 (hereinafter referred to as "Mortgagee"), Palatine National Bank, now known as Suburban National Bank of Palatine, not individually but as trustee under Trust Agreement dated October 15, 1984 and known as Trust No. 4399 (hereinafter referred to as the "Mortgagor", each such reference to Mortgagor herein being to such trustee solely in its capacity as trustee and not personally or individually), and Frank C. Filskov and Debra Filskov (hereinafter collectively referred to as "Borrowers").

Whereas, one or more of the parties hereto are signatories of the following documents (hereinafter collectively referred to as "Loan Documents"):

(1) Installment Note (hereinafter referred to as the "Note") dated May 4, 1987 in the principal amount of \$231,000.00;

(2) Mortgage given as security for the Note, dated May 4, 1987, recorded on July 23, 1987 in Cook County as Document No. 87405007 (hereinafter referred to as "Mortgage"), pertaining to the following described premises:

Parcel 1: All that part of the East 1/2 of the Northwest 1/4 of Section 26, Township 41 North, Range 11 East of the Third Principal Meridian described as follows: Commencing at a point on the East line of the West 720.0 feet of said East 1/2 of said Northwest 1/4, 235.0 feet South of the North line of said Northwest 1/4 (as measured on said line); thence continuing South on said line of the West 720.0 feet, a distance of 26.82 feet to a point on curve; thence Southerly on a curved line, said curved line being convex to the West and having a radius of 69.65 feet a distance of 35.43 feet to a point of reverse curve to the East and having a radius of 135.65 feet, a distance of 69.01 feet to a point on the East line of the West 746.0 feet of said East 1/2 of the Northwest 1/4 of Section 26; thence South on said line of the West 746.0 feet, a distance of 31.13 feet to a point on the South line of the North 393.17 feet of the Northwest 1/4 of said East 1/2 of the Northwest 1/4 of Section 26; thence North on the last described line a distance of 158.17 feet to the South line of the North 235.0 feet of said Northwest 1/4; thence North on the last described line a distance of 135.0 feet to the place of beginning in Cook County, Illinois.

ALSO

Parcel 2: The East 135.0 feet of the West 990 feet of the South 158.17 feet of the North 393.17 feet of the East 1/2 of the Northwest 1/4 of Section 26, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

REN TITLE SERVICES # 89-995

2750

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DEEDS RECORDING  
 1993 JUL 23 14:27:00  
 19904 93-754517  
 COOK COUNTY RECORDER \$27.50

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Common Address: 2324 Hamilton Road, Arlington Hts., IL 60005  
Permanent Index No. 08-26-102-030-0000, 08-26-102-039-0000

(3) Assignment of Rents dated May 4, 1987 and recorded in Cook County on July 23, 1987, as Document No. 87405008, pertaining to the Mortgaged Premises;

(4) Collateral Assignment of Beneficial Interest for Collateral Security dated May 4, 1987, assigning 100% of the beneficial interest in and to Suburban National Bank of Palatine Trust No. 4399, dated October 15, 1984 from Guarantors to Mortgagee, given as additional security for the Note.

Whereas, the Parties to this Agreement desire to modify the terms of the Loan Documents to provided for a new maturity date, as specifically described hereinbelow; and

Whereas, the Parties to this agreement desire to reconfirm all other terms set forth in the Loan Documents and in any and all other documents executed in connection with the herein referenced loan.

Now Therefore, in consideration of Ten and 00/100th Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Loan Documents are hereby further amended to provide that the entire indebtedness evidenced by the loan documents as amended, if not sooner paid, is due and payable on the 4th day of August, 1994.

2. Except as herein provided, the loan documents shall remain in full force and effect, specifically, payments shall continue to be made on the 4th day of each month as provided in the loan documents.

3. This modification Agreement is executed by Suburban National Bank of Palatine, not individually but as trustee under Trust Agreement dated October 15, 1984 and known as Trust No. 4399. Insofar as the liability of Suburban National Bank of Palatine is concerned, this Modification Agreement is enforceable only against, and any claims hereon are payable only out of any trust property which may be held thereunder. Any and all personal liability of Suburban National Bank of Palatine hereunder is hereby expressly waived by the parties and their respective heirs, successors and assigns.

In Witness whereof, the parties executed this Modification Agreement on the date first above written.

NBD Bank, successor by merger to  
COUNTRYSIDE BANK

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By: [Signature]

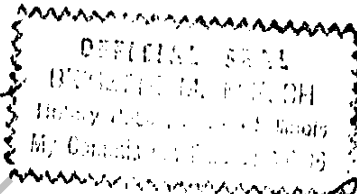
And: [Signature]

State of Illinois )  
                          ) SS.  
County of Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David B. Lewis of NBD BANK successor by merger to COUNTRYSIDE BANK, and John M. Tojano thereof, personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own 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 Notarial Seal this 13<sup>th</sup> day of September, 1993.

Brigitte M. Miksch  
NOTARY PUBLIC



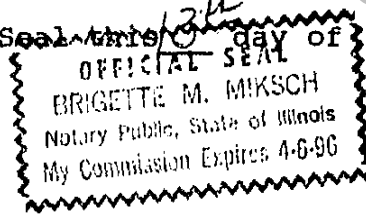
[Signature]  
Frank C. Filskov  
[Signature]  
Debra Filskov

State of Illinois )  
                          ) SS.  
County of Cook )

I, the undersigned, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank C. Filskov and Debra Filskov, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13<sup>th</sup> day of September, 1993.

Brigitte M. Miksch  
Notary Public



Suburban National Bank of Palatine, not individually, but as Trustee, under the provisions of a trust agreement dated the 15th day of October, 1984 and known as Trust No. 4399.

By: [Signature]

Exoneraton provlaon restricting any liability of Suburban National Bank of Palatine, as trustee, either affixed on this or on the reverse side hereof or attached hereto, is expressly made a part hereof.

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SEE RIDER ATTACHED

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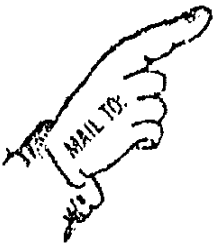
Suburban National Bank of Palatine  
**AGREEMENT**

<sup>Modification</sup>  
This AGREEMENT is executed by the undersigned, SUBURBAN NATIONAL BANK OF PALATINE, AS TRUSTEE, as aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the trustee or for the purpose of binding the trustee personally, but this Agreement is executed and delivered by the trustee solely in the exercise of the powers conferred upon it as such trustee and no personal liability is assumed by or shall at any time be asserted or enforced against said trustee on account of any undertaking or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property or for any agreement with respect thereto. All representations of titleholder including those as to title, are those of titleholder's beneficiary only. Any and all personal liability of SUBURBAN NATIONAL BANK OF PALATINE hereby expressly waived by the parties hereto and their respective successors and assigns.

Suburban National Bank of Palatine  
solely and not individually, formerly  
Palatine National Bank, as trustee

Prepared by & Mailed to:

Attn: Nancy  
NBD Bank  
55 E. Euclid.  
Mt. Prospect, IL 60056



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11/11/2009