93796019

Loan #_0402039130

MODIFICATION AND EXTENSION AGREEMENT (LAND TRUSTEE BORROWER)

This AGREEMENT is made as of May 1 , 19 93 by
and among First Bank of Schaumburg
12200 24111 02 2011201110028
not personally but as Trustee under Trust Agreement dated June 11
1984 and known as Trust Number 915 ("Borrower"), whose
address 15
300 Higgins, Schaumburg, IL 60196
and-
NORTHERN TRUST BANK/LAKE FOREST, formerly known as First
National Bank of Lake Forest, a national banking association
("Lender"), whose principal office is located at Deerpath Road
and Bank Lane, Lake Forest, Illinois 60045;
<u>Recitals:</u>
A. Lender has previously lent \$ 15,000.00
(the "Original Mortgage Loan") to porrower. The Original
Mortgage Loan is evidenced by Borrower's NOTE (the "Original
Note") dated May 1 , 19 91 111 the Original Mortgage
Loan amount. The Beneficiaries are the sole beneficiaries under
the Trust Agreement with Borrower. Repayment of the Original Mortgage Loan is also secured by Borrower's Mortgage
dated May 1 , 19 91 (the "Mortgage") granted to
Lender and filed for record in the Office of the Recorder of
Deeds of Cook County, Illinois ("Public Office") as
Document No. 91356866
B. The real estate subject to themortgage is legally
described in EXKIBIT "A" attached hereto and made a pact
hereof. The lien of the
mortgage is insured by <u>Ticor</u> Title
Insurance Company ("Title Company") by its Policy No. SC265233 (Lender's Policy").
No. <u>SC265233</u> (Lender's Policy"). **See B.(a)
C. Borrower and Beneficiaries have requested that Lender: (i)
extend the Original Note Maturity Date from May 1 , 1993
to November 15, 19 93; (ii) spread the lien of the mortgage
to secure the Original Note (as amended hereby). Lender has agreed, subject to the terms of this Agreement.
**B.(a) The Maturity Date of the Note has previously been extended to 5/1/93
by certain Renewal Notes of Modification and Extension Agreements date
5/1/92.

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NOW, THEREFORE, intending to be legally bound hereby, Borrower, Beneficiaries, Guarantor and Lender agree as follows:

- 1. The foregoing Recitals are true, and constitute sufficient consideration for this Agreement.
- 2. The Original Note and mortgage are hereby amended as follows, but not otherwise:
 - (a) the Maturity Date of the Original Note is extended from May 1, 1993 to November 15, 1993
 - the yearly rate of interest hereafter accruing on the unpaid principal balance of the Original Note (nexamplified whereby) x is x changed x from remains the g same 11.0 %;
- 3. Beneficiaries agree to pay promptly the reasonable fees and expenses incurred by Lender in connection with this Agreement.
- 4. This Agreement is not effective until: (i) it is fully executed and acknowledged and then recorded in the Public Office, and (ii) the Title Company has issued a Date Down Endorsement to the Lender's Policy. That Endorsement must insure this Agreement as recorded and guarantee to Lender that: (a) no new title exceptions have arisen since the date the mortgage was originally recorded and insured under the Lender's Policy, except for current real estate taxes not delinquent, (b) real estate tax payments are current.

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5. EXCULPATORY CLAUSE. it is expressly understood and agreed, anything herein to the contrary notwithstanding, that any representations, covenants, undertakings, warranties and agreements herein made on the part , not personally but as Trustee as aforesaid, while in form purporting to be the representations, covenants, warranties, undertakings and agreements of _, as Trustee as aforesaid, are nevertheless each and every one of them, not made by solely in the exercise of the powers conferred upon and vested in it as Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against

personally on account of this instrument or on account of any representation, covenant, undertaking, warranty or agreement of the Trustee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by every person now or hereafter claiming any right or security hereunder.

EXHIBIT "A" - LEGAL DESCRIPTION

Lot 6 in Block 14 inGlen-Brook Countryside, a subdivision of part of the Northwest Quarter of Section 3 and part of the Northeast Quarter of Section 4, Township 42 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded May 23, 1946 as Document 13,802,722, in Cook County, Illinois.

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PERMANENT INDEX NUMBER

Proberty of County Clerk's Office

Lender:

NORTHERN TRUST BANK/LAKE FOREST

By: Thomas B. Ryan, Vice President

ATTEST:

By: Xon Miles

This instrument is executed with PST BANK OF SCHAUMBURG not personally but solely as Truitee is aforesaid. All coverants and conditions to be performed herounder by FIRST BANK OF SCHAUMBURG are undertained by it solely as Trustee as aforesaid and not individually and no research librillity whell be asserted or be enforceable against 100 T BANK OF SCHAUMBURG by seeson of any of the coverants, intermedia, representations, or warranties contained in this is attual ant.

Borrower:
First Bank of Schaumburg
not personally but as Trustee as
aforsaid

By:

Its:

ATTEST:

By: Its

(Impress corporate seal here)

This instrument was prepared by, and after recording please return to:

NORTHERN TRUST BANK/LAKE FOREST 265 E. Deerpath Road Lake Forest, Illinois 60045 Attention: CG-Loan Doc Center

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STATE OF ILLINOIS)	
COUNTY OF) SS.	
The foregoing instrument was acknowled to the man was acknowled to the	owledged before me this <u>lst</u> day of Thomas B. Ryan
CAPACIAL SEAL CARMEN GARCIA NOTARY PUBLIC STATE OF FLLINGER MY COMMISSION EXP. NOV. 23,1996	NOTARY PUBLIC
(Impress Notarial Seal Here)	
STATE OF ILLINOIS COUNTY OF	
The foregoing instrument was acknown May 19 93 by	owledged before me thisist_ day of
OPPICIAL SEAL CARMEN GARCIA NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. NOV. 23,1996	NOTARY PUBLIC
(Impress Notarial Seal Here)	0,
	Clark
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UNOFFICIAL COPY . . .

STATE OF ILLINOIS)
COUNTY OF
said County, in the State aforesaid, do hereby certify that and personally appeared before me and acknowledged that (s)he [they] executed
appeared before me and acknowledged that (s)he [they] executed and delivered the foregoing instrument as his(her)[their] their free and voluntary act for the use and purposes therein set forth.
Given under my hand and notarial seal this
(SEAL)
(SEAL) Notary Public
My Commission Expires:
Ox
STATE OF ILLINOIS)
COUNTY OF LOOK) SS
I, the COUNTY in the State aforesaid do hereby certify
said County, in the State aforesaid, do hereby certify
that CATHERINE FAHEY
of FIRST RANK OF SCHAUMBURG (trustee),
and THEA NEWEN, Assistant Secretary
of FIRST BANK OF SCHAUMBURG (trustee), who are personally known to me to be the same persons whose names are subscribed
to the foregoing instrument as such
and such Assistant Secretary and are personally known to me to be such Vice President and such Assistant
Secretary, appeared before me this day in person and
acknowledged that they respectively signed and delivered and
attested the said instrument as their free and voluntary act as
Vice President and such Assistant Secretary,
es aforesaid, and as the free and voluntary act of such corporation or entity, for the uses and purposes therein set forth.
Given under my hand and notarial seal this 1970 day
con the Illare
Notary Public
MOCOLY ENDITE
y Commission Expires: "OFFICIAL SEAL" MARY M. GLASSIE
S

3796019

NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 12/03/96