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COOK COUNTY ILLINOIS  
FILED FOR RECORD

Loan #7976-4

~~COOK COUNTY ILLINOIS  
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AN 66E-20-47

THIS INDENTURE, made this 1st day of October, 1993, by and between LASALLE BANK LAKE VIEW, an Illinois Corporation, the owner of the mortgage or trust deed hereinafter described, and Harris Trust and Savings Bank NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED April 27, 1992 AND KNOWN AS TRUST NUMBER 95090, owner of the real estate hereinafter and in said deed described, WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal note or notes in the sum of One Million Two Hundred Fifteen Thousand and 00/100, dated September 22, 1992 secured by a trust deed in the nature of a mortgage recorded on September 29, 1992 in the office of the Recorder of Deeds of Cook County, Illinois, as Document Number 92722133 conveying to LASALLE BANK LAKE VIEW, certain real estate in Cook County, Illinois described as follows:

LEGAL DESCRIPTION

Lot 7 (Except the North 2 Feet Thereof) and all of Lots 8 and 9 in Block 8 in George Wards Subdivision of Block 12 in Sheffields Addition to Chicago in Section 32, Township 40 North Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NUMBER 14-32-113-029

PROPERTY ADDRESS 2240 N. Racine Avenue  
Chicago, Illinois

RETURN TO RECORDER'S BOX 146

This document is prepared by and mail to:  
LaSalle Bank Lake View  
3201 N. Ashland  
Chicago, IL  
Mary Haley

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2. The amount remaining unpaid on the indebtedness as of this date is One Million Two Hundred Five Thousand One Hundred Forty and 69/100 Dollars (\$1,205,140.69).

3. Said remaining indebtedness of One Million Two Hundred Five Thousand One Hundred Forty and 69/100 Dollars (\$1,205,140.69), and interest on the balance of principal remaining from time to time unpaid at the rate equal to the LaSalle Bank Lake View Prime rate as established from time to time plus One and One Half Per Cent (1.50%), in instalments as follows: Accrued interest only on the balance of funds actually disbursed from time to time on the 1st day of October, 1993 and on the 1st day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest if not sooner paid, shall be due and payable on the 1st day of November, 1993. Any principal, unless paid when due shall bear interest after maturity at the default rate of Two Percent (2%) above the Note rate per annum. The owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed as and when therein provided as hereby extended 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 can not 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 City of Chicago as the holder or holders of said principal note or notes made from time to time in writing appoint, and in default of such appointment, then at the office of LASALLE BANK LAKE VIEW, 3201 N. Ashland Avenue, Chicago, Illinois 60657.

4. Prepayments, either partially or in full, may be made at any interest payment date without premium or penalty providing the terms of the loan and/or mortgage covenants are not in default.

5. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant that the Owner shall continue for 15 days after written notice thereof, then 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 or holders of said principal note or notes, become due and payable in the same manner as if said extension had not been granted.

6. The holder hereof may collect and the makers hereof agree to pay a delinquency and collection charge on each instalment in default for a period of not less than 15 days in amount not exceeding 5% of the instalment. The amount of the instalment shall include, in addition to principal and interest, all other sums required to be paid or permitted to be collected by the terms of the Trust Deed securing this Note. It is agreed that such delinquency and collection charge is to reimburse the holder for the additional costs incurred by reason of the maker's delinquency.

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...releasing any liability of  
...Bank started on the reverse side  
hereof or attached hereto is hereby expressly  
made a part hereof.

7. This agreement is supplementary to said mortgage or trust deed. All provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed, or notes, but not including any prepayment privileges unless herein 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 note 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.

AS USED IN THIS DOCUMENT THE  
WITHIN NAMED TRUSTEE SHALL  
MEAN "COLE TAYLOR BANK"

ACCEPTED:

LASALLE BANK LAKE VIEW  
an Illinois Corporation

Harris Trust and Savings Bank  
As Trustee Aforesaid ~~and~~ Individually

BY: [Signature]  
Vice President (TSB)

BY: [Signature]  
ITS: [Signature] VICE PRESIDENT

ATTEST: [Signature]  
Assistant Vice President

BY: [Signature]  
ITS: [Signature] TRUST OFFICER

[Signature]  
Wayne R. Hannah, Jr.

Clerk's Office

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**EXCULPATORY CLAUSE**

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Cole Taylor Bank on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

COLE TAYLOR BANK

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ Assistant Vice President of \_\_\_\_\_ and \_\_\_\_\_ Trust Officer of said Bank, who are personally known to me to be the same person whose names are subscribed to the foregoing instrument as such Assistant Vice President and Trust Officer, respectively, appeared before me this day in person and acknowledged that said Trust Officer, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said Instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of October, 1993.

*Jacklin Isha*  
\_\_\_\_\_  
Notary Public

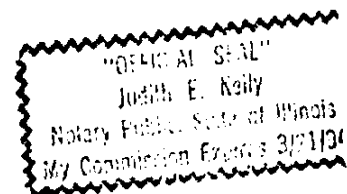


STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY, that DAVID J. DRESNER <sup>Asst</sup> Vice President of LaSalle Bank Lake View, and JANE L. HOOPER 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 the said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of October, 1993.

*Joseph E. Kelly*  
\_\_\_\_\_  
Notary Public



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