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M.L. 23923

COOK COUNTY ILLINOIS  
CLERK OF THE COURT

Permanent Tax Identification No.: 08-34-102-008

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93878773

## AMENDMENT TO PROMISSORY NOTE, MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

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THIS AMENDMENT is made this 15<sup>th</sup> day of August, 1993, to be effective for all purposes as of August 1, 1993, by and between LASALLE NATIONAL BANK, a national banking association, Trustee under a Trust Agreement dated April 30, 1984 and known as Trust Number 107887 ("Borrower"), and THE OHIO NATIONAL LIFE INSURANCE COMPANY, an Ohio corporation ("Lender").

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### RECITALS

1. Borrower executed a Promissory Note dated April 30, 1986 (as heretofore amended, the "Note") to evidence a loan in the principal amount of \$1,125,000 payable to the order of Lender, secured by, among other things:

- (a) Mortgage and Security Agreement recorded in the Records of Cook County, Illinois on April 30, 1986 as Document No. 86169714 (which was thereafter amended in minor respects);
- (b) Assignment of Rents and Leases recorded April 30, 1986 in said Records as Document No. 86169715; and
- (c) Seven (7) individual written Guarantys, each dated April 30, 1986 (collectively, the "Guarantys")

(collectively, as amended, together with all other instruments securing the Note, the "Security Instruments"), encumbering real property described on the attached Exhibit A.

- 2. The Note originally provided for monthly installments of principal and interest (at the rate of 10.875% per annum) each in the amount of \$10,925.00, until maturity on June 1, 1998.
- 3. Borrower and Lender desire: to adjust the interest rate payable under the Note, effective August 1, 1993, to 8.125% per annum, continuing until maturity; to reamortize the principal balance of the Note and adjust the monthly installments of principal and interest, as herein often provided; and to extend the maturity of the Note to May 1, 2000.

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### AGREEMENT

Now, therefore in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree to amend the Note and the Security Instruments as follows:

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shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein. Nothing herein shall be construed as a novation of the Note or Security Instruments. Any default or breach by Borrower hereunder shall be an event of default under the Note and Security Instruments entitling Lender to exercise all of its rights and remedies for default thereunder.

9. This Amendment shall not become effective until it has been executed by both Borrower and Lender, Lender shall have received the cash payment required by Paragraph 1 hereof, and all parties who executed the Guarantys shall have reaffirmed their liability thereunder in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date set forth above.

BORROWER:

LENDER:

\* LASALLE NATIONAL BANK, Trustee to LASALLE NATIONAL BANK, a national banking association, as Trustee and not individually,

The Ohio National Life Insurance Company

BY: William H. Dillon

By: Michael D. Stohler

Michael D. Stohler, Vice President

Title: ASSISTANT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK )

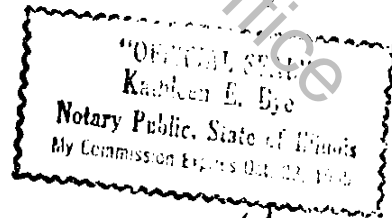
The foregoing instrument was acknowledged before me this 29 day of SEPTEMBER 1993, by William H. Dillon of LASALLE NATIONAL BANK, a national banking association, Trustee under Trust Agreement dated April 30, 1984 and known as Trust Number 107887.

Patricia E. By  
Notary Public

STATE OF OHIO )

) SS

COUNTY OF HAMILTON )



The foregoing instrument was acknowledged before me this 8th day of October, 1993 by Michael D. Stohler, Vice President of THE OHIO NATIONAL LIFE INSURANCE COMPANY, an Ohio corporation, on behalf of the corporation.

Thomas D. Tews  
Notary Public

THOMAS D. TEWS  
Notary Public, State of Ohio  
My Commission does not Expire

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EXHIBIT A

LOT 69 IN CENTEX INDUSTRIAL PARK UNIT NUMBER 40 BEING A SUBDIVISION IN SECTION 37, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address : 7050 Morse Ave., Elk Grove Village  
PIN# : 08-34-102-008

Prepared by & mail to Hartger & DeKor  
141 Ionia Ave., N.W.  
Grand Rapids, Michigan  
46150-3304

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RETURN TO SENDER

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11/11/2014

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This Instrument Drafted By, and Mail To:

Thomas D. Tews  
Assistant Counsel  
The Ohio National Life Insurance Company  
237 William Howard Taft Road  
Cincinnati, Ohio 45219

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1. As consideration for Lender's extending the maturity of the Note, as hereinafter provided, the sum of \$51,529.80, representing a prepayment premium of 5% of the unpaid principal balance of the Note (which after payment of the August 1, 1993 installment was \$1,030,595.90), shall be paid in cash by Borrower upon execution of this Amendment.
2. For the period commencing August 1, 1993 and continuing until maturity of the Note, which is hereby extended until May 1, 2000, Borrower shall pay interest on the unpaid principal balance from the Note from time to time outstanding at the rate of 8.125% per annum. Thereafter, should the outstanding principal balance of the Note not be paid in full at maturity, interest shall be payable at the default rate specified in the Note.
3. Borrower shall pay monthly installments of principal and interest, each in the amount of \$14,635.00, on the first day of September, 1993 and on the first day of each month thereafter through and including May 1, 1994. Such installments shall reflect an 8 year amortization of principal. Commencing on June 1, 1994 and continuing thereafter on the first day of each month until maturity of the Note on May 1, 2000, Borrower shall pay monthly installments of principal and interest, each in the amount of \$16,887.00, reflecting a 6 year amortization of principal.
4. The Note may be prepaid in full (but not in part) on any installment due date, upon 60 days prior written notice to Lender, without penalty or premium.
5. Each of the above identified Security Instruments shall be deemed to have been modified, as appropriate, in accordance with the provisions of this Agreement. All references in the Note and the Security Instruments to themselves and to each other shall be deemed to be references to such instruments as modified by this Agreement.
6. Borrower covenants and warrants that the Note and Security Instruments are not in default after giving effect to the modifications herein granted and that there are no defenses, counterclaims or offsets to the Note and Security Instruments.
7. Concurrently with the execution of this Agreement, and thereafter promptly upon issuing of statements therefor, Borrower shall pay all of Lender's expenses incurred with respect to the preparation and consummation of this Agreement. Such fees and expenses shall include without limitation title insurance charges and recording fees and taxes, if any. Payment of such amounts shall be secured by the liens and security interests created by the Security Instruments.
8. Borrower hereby extends all liens and security interests created by the Security Instruments until the Note, as modified herein, has been fully paid, and agrees that such modification shall in no manner affect or impair the Note or the liens and security interests securing the same and that said liens and security interests shall not in any manner be waived, the purpose of this instrument being simply to modify the manner of payment of the Note and to carry forward all liens and security interests securing the same, which are acknowledged by Borrower to be valid and subsisting. Borrower further agrees that all terms and provisions in the Note and the Security Instruments are hereby ratified and confirmed and

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RIDER ATTACHED TO ( ) MADE A PART OF DOCUMENT  
DATED Aug 1, 1993 UNDER TRUST NO. 107887

This instrument is executed by LA SALLE 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 LA SALLE NATIONAL TRUST, N.A., are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LA SALLE NATIONAL TRUST, N.A., by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

FORM XX 0421

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