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MODIFICATION AND EXTENSION AGREEMENT DEPT. OF RECORDING \$37.50
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COOK COUNTY RECORDER

THIS INDENTURE is made as of October 30, 1992, by and between FIRST CHICAGO TRUST COMPANY OF ILLINOIS, successor to OAK PARK TRUST AND SAVINGS BANK, not individually, but solely as trustee under a Land Trust Agreement dated May 1, 1968 and known as Trust No. ~~45253~~ 45253, FIRST NATIONAL BANK OF NORTHBROOK, not individually, but solely as trustee under a Land Trust Agreement dated February 15, 1989 and known as Trust No. 433, and FIRST NATIONAL BANK OF NORTHBROOK not individually, but solely as trustee under a Land Trust Agreement dated February 15, 1989 and known as Trust No. 454 (herein collectively referred to as "Mortgagor") and ASSOCIATED BANK CHICAGO, an Illinois banking corporation, whose offices are at 200 E. Randolph Drive, Chicago, Illinois 60601 (herein referred to as "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the original principal sum of TWO MILLION DOLLARS (\$2,000,000.00), evidenced by that certain mortgage note of the Mortgagor dated April 30, 1990, made payable to the order of ASSOCIATED BANK CHICAGO (the "Note"), and delivered to the Mortgagee, in and by which said Note the Mortgagor promises to pay the said principal sum and interest at the rate as provided in the Note, with a final payment of the entire balance, if not sooner paid, to be due on the 1st day of May, 1991, subject to Mortgagor's right to extend the maturity date of said Note for a period of one year; and

WHEREAS, Mortgagor requested that the maturity date of the Note be extended to May 1, 1992 and Mortgagee did grant such an extension pursuant to an Extension Agreement dated as of April 30, 1991 and recorded by the Cook County Recorder of Deeds as document number 91347091;

WHEREAS, Mortgagor requested a further extension of the maturity date of the Note to November 1, 1992 and Mortgagee did grant such an extension pursuant to an Extension Agreement dated as of April 30, 1992; and

WHEREAS, Mortgagor has requested an additional extension of the maturity date of the Note to May 31, 1993 and Mortgagee has agreed to extend such maturity date upon the terms and conditions set forth herein; and

WHEREAS, to secure the Note, the Mortgagor granted to the Mortgagee a Mortgage, Security Agreement, and Assignment of Rents and Leases dated April 30, 1990 on certain properties owned by Mortgagor which are legally described in Exhibit A attached hereto (the "Mortgage"), which Mortgage was recorded by the Cook County Recorder of Deeds on May 22, 1990 as document number 90238152;

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NOW THEREFORE, Mortgagor and Mortgagee agree as follows:

1. The maximum amount of advances which may be given under the Note shall be limited to \$1,000,000.

2. The due date for the repayment of principal, interest, and other obligations under the Note and Mortgage is hereby extended to May 31, 1993.

3. The rights and obligations of the parties to this agreement are intended only to supplement and modify certain of the rights and obligations of said parties as provided in the Note and the Mortgage; nothing contained in this agreement shall modify or impair the operational effect of any term or provision of the Note or the Mortgage. If any term or provision contained in this agreement conflicts with any term or provision of the Note or the Mortgage, this agreement shall control. Except as expressly supplemented or modified herein, the Note and the Mortgage shall remain unmodified and in full force and effect.

4. ~~Land Trustee's~~ Exculpation. It is expressly understood and agreed by and between the parties hereto, anything 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 the 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 of or with the intention of binding said Trustee personally, but are made for 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. No personal liability or personal responsibility is assumed by the Trustee nor shall at any time be asserted or enforceable against First Chicago Trust Company of Illinois, successor to Oak Park Trust and Savings Bank or First National Bank of Northbrook on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking, or agreement of the said Trustee contained in this instrument, either expressed or implied, all such personal liability, if any, being expressly waived and released. Provided, however, that nothing contained in this paragraph shall be construed to relieve the beneficiaries of their liability, or limit the warranties, indemnities, representations, covenants, undertakings, and agreements of the beneficiaries of the Mortgagor.

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IN WITNESS WHEREOF, Mortgagor has signed this instrument on the day and year first set forth above.

MORTGAGOR:

FIRST CHICAGO TRUST COMPANY OF ILLINOIS, successor to OAK PARK TRUST AND SAVINGS BANK, Trustee under Land Trust Agreement dated May 1, 1968 and known as Trust No. ~~44~~ 45253

*TCW
MGT*

By: *[Signature]*
Vice President

ATTEST:

By: *[Signature]*
Asst. Secretary

FIRST NATIONAL BANK OF NORTHBROOK Trustee under Land Trust Agreement dated February 15, 1989 and known as Trust No. 453

By: *[Signature]*
Vice President

ATTEST:

By: *[Signature]*

FIRST NATIONAL BANK OF NORTHBROOK Trustee under Land Trust Agreement dated February 15, 1989 and known as Trust No. 454

By: *[Signature]*
Vice President

ATTEST:

By: *[Signature]*



THIS INSTRUMENT WAS PREPARED BY:

Catherine C. Gryozan
Schuyler, Roche & Zwirner
One Prudential Plaza
Suite 3800
130 East Randolph Street
Chicago, Illinois 60601

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THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HAS THIS DAY PASSED THE FOLLOWING RESOLUTION:

RESOLUTION NO. 12345

WHEREAS, the Board of Supervisors of Cook County, Illinois, has the honor to receive from the Board of Directors of the Cook County Health Department, a report of the activities of the Health Department for the year ending December 31, 1960, and

IT IS HEREBY RESOLVED, that the Board of Supervisors of Cook County, Illinois, do hereby approve the report of the Board of Directors of the Cook County Health Department for the year ending December 31, 1960, and

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County of Cook and State of Illinois, do hereby certify that Richard C. Wolff, personally known to me to be a(n) Vice President of FIRST CHICAGO TRUST COMPANY OF ILLINOIS, and William P. Turner, personally known to me to be a(n) Asst. Secretary of said Corporation and each personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in the capacity noted above, they signed and delivered the said instrument, and caused the corporate seal of given corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this 21st. day of January, 1992

Margaret O'Donnell
Notary Public

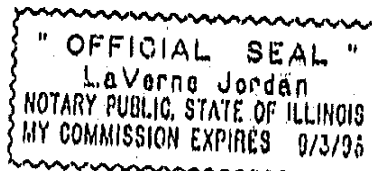
STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)



I, the undersigned, a Notary Public in and for the County of Lake and State of Illinois, do hereby certify that Marti K. Marra, personally known to me to be a(n) Asst. Vice President of FIRST NATIONAL BANK OF NORTHBROOK, and Steven J. Flint, personally known to me to be a(n) Asst. Vice President of said Corporation and each personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in the capacity noted above, they signed and delivered the said instrument, and caused the corporate seal of given corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this 8th day of January, 1992.

LaVerne Jordan
Notary Public



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EXHIBIT A

Legal Description

Lot 5 (except that part thereof lying North of a line beginning on the West line of said Lot, 3-3/8 inches South of the North line of said Lot, and running thence Northeastly to a point on the East line of said Lot 3-3/8 inches Southerly from the Northeast corner of said Lot, also excepting therefrom the Northerly 4 feet of the Easterly 87 feet of said Lot) in Block 11 in White's Addition to Evanston, in the North 1/2 of the Southeast 1/4 of Section 19, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

827 Chicago Avenue

PIN 11-19-401-022

The Southeasterly Half of Lot 4 in Block 2 in Gibbs, Ladd and George's Addition to Evanston, in Section 19, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

213 Chicago Avenue

PIN 11-19-210-006

Lots 9 and 10 in Block 26 in Evanston in the Southeast 1/4 of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

1515 Chicago Avenue

PIN 11-18-408-022

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Return to: Catherine C. Gryezan

Schuyler, Roche & Zwirner, P.C.
130 E. Randolph, Suite 3800
Chicago, Illinois 60601

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