

UNOFFICIAL COPY

93-06469

MORTGAGE MODIFICATION AGREEMENT

Exoneration provision restricting liability of Harris Trust and Savings Bank, attached hereto, is hereby expressly made a part hereof

AGREEMENT dated as of January 28, 1993, between Harris Trust & Savings Bank, not personally, but as Trustee under Trust Agreement dated July 20, 1982, and known as Trust No. 41859 ("Trust"), Bank One, Evanston, NA f/k/a First Illinois Bank of Evanston, N.A. ("Bank") and S. Sandra Klubeck ("Guarantor").

RECITALS

- A. Trust and Guarantor are indebted to Bank in the principal sum of One Hundred Sixty-Four Thousand and 00/100 Dollars (\$164,000) as evidenced by a Secured Term Note ("Note") dated as of October 1, 1991, and renewed from time to time, which Note is secured by a Mortgage ("Mortgage") applicable to the property commonly known as 5509 S. Kimbark Avenue, Chicago, Illinois, legally described on Exhibit "A" attached hereto, which documents were recorded with the Cook County Recorder of Deeds on October 9, 1991, as Document No. 91-528297; and modified by a Mortgage Modification Agreement dated June 29, 1992, and recorded as Document No. 92-556054; and modified by a Mortgage Modification Agreement dated September 28, 1992 and recorded as Document No. 92-873538.
- B. Said Note is also secured by a Guaranty of Payment and Performance dated as of October 1, 1991, executed by the Guarantor.
- C. Trust and Guarantor have requested an extension of the maturity date of the Note from January 28, 1993 to July 27, 1993, and Bank is willing to grant such extension pursuant to the terms and provisions of this Agreement and the Variable Note dated January 28, 1993 in the principal amount of One Hundred Sixty-Four Thousand and 00/100 Dollars (\$164,000) ("Second Replacement Note").

NOW THEREFORE, in consideration of the above Recitals, the parties hereto do hereby acknowledge and agree as follows:

- 1. Trust and Guarantor does hereby acknowledge that the Mortgage, Guaranty and other applicable Security Documents are in full force and effect.
- 2. The Mortgage and other Security Documents are hereby modified to provide that such instruments are also granted as collateral security for repayment of the Second Replacement Note.
- 3. Guarantor does hereby reaffirm and ratify their Guaranty.
- 4. In all other respects, the Mortgage and other applicable Security Documents are hereby ratified and reaffirmed.

THIS DOCUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

Douglas W. Dancer
Bank One, Evanston, NA
800 Davis Street
Evanston, IL 60204-0712



DEPT-01 RECORDING \$27.50
T4444 TRAN 6144 03/19/93 11:05:00
#1081 # -93-206469
COOK COUNTY RECORDER

DATED AT EVANSTON, ILLINOIS AS OF THE DATE FIRST ABOVE WRITTEN.

~~HARRIS TRUST AND SAVINGS BANK~~

as Trustee U/T #41859, and not personally.

Bank One, Evanston, NA

By: DW Dancer
Its: DOUGLAS W. DANCER
ASSISTANT VICE PRESIDENT

By: [Signature]
ASSISTANT VICE PRESIDENT

x [Signature]
S. Sandra Klubeck

Attest: [Signature]
Assistant Secretary

27.50

REI TITLE SERVICES # 23-827

UNOFFICIAL COPY

Faint, mostly illegible text at the top of the page, likely containing the introductory or recital portions of a legal instrument.

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, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Harris Trust and Savings Bank or for the purpose or with the intention of binding said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein; and this instrument is executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained, either expressed or implied; all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein; and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not the agent for the Beneficiary of its trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

K50223 1/9/92

93206469

Handwritten signature or initials in the center of the page.

Handwritten signatures and text in the bottom left corner, including what appears to be a name and possibly a date.

Handwritten signatures and text in the bottom right corner, including what appears to be a name and possibly a date.

STATE OF ILLINOIS)

UNOFFICIAL COPY

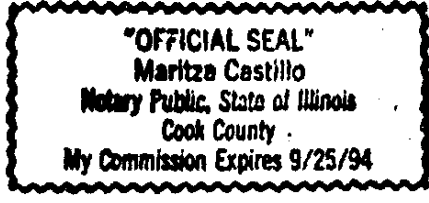
COUNTY OF COOK)

93206469

I, MARITZA CASTILLO, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that KENNETH E. DIEKUT, D.V.P. AND GLENN I. BECKER, ASST. SECT. of NARRIS TRUST & SAVINGS BANK personally appeared before me in person and acknowledged that they signed the foregoing instrument as their free and voluntary act, and as the free and voluntary act of said CORPORATION, not personally but as Trustee aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 12th day of March, 1992³

Maritza Castillo
Notary Public



STATE OF ILLINOIS)

COUNTY OF COOK)

I, Undersigned, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that Douglas W. Dancer ASST. VP. of Bank One, Swanton personally appeared before me in person and acknowledged that he signed the foregoing instrument as his free and voluntary act, and as the free and voluntary act of said Bank, not personally but as Trustee aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 16th day of March, 1992³

Karen Kaisto
Notary Public



93206469

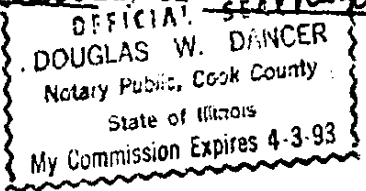
STATE OF ILLINOIS)

COUNTY OF COOK)

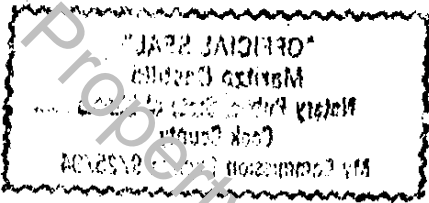
I, Undersigned, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that S. Sandra Hubek personally appeared before me and acknowledged that she signed the foregoing instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 16th day of March, 1992³

D.W. Dancer
Notary Public



UNOFFICIAL COPY



UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 3 2 0 6 4 6 9

EXHIBIT "A"

THAT PART OF LOTS 3, 15, 19, 20, 21, 22 AND NORTH 52.50 FEET OF LOTS 4 AND 5 TAKEN AS A TRACT, IN BLOCK 60 IN HOPKIN'S ADDITION TO HYDE PARK, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE NORTH SOUTH 24 FOOT ALLEY IN BLOCK 60 IN HOPKIN'S ADDITION LYING SOUTH OF THE NORTH LINE OF LOTS 3 AND 22 EXTENDED, AND NORTH OF THE SOUTH LINE OF THE NORTH 52.50 FEET OF LOTS 4 AND 5 TAKEN AS A TRACT, EXTENDED WEST, ALL TAKEN AS A TRACT DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SAID TRACT; THENCE SOUTH ON THE WEST LINE OF SAID TRACT 32.48 FEET TO THE POINT OF BEGINNING; THENCE

EAST PARALLEL TO THE NORTH LINE OF SAID TRACT 77.70 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID TRACT, 26.52 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID TRACT 77.70 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 20.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PIN: 20-14-201-062

PROPERTY: 5509 SOUTH KIMBARK, CHICAGO IL 60637

93206469

Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

TE008 01 COACH... (mirrored text)

TE008000000