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MODIFICATION AGREEMENT

932-3916

This MODIFICATION of Mortgage and Collateral Assignment of Lease(s) and Rent(s) ("Modification Agreement") is made this March 26, 1991 by and between NBD TRUST COMPANY OF ILLINOIS, as Trustee under a Trust Agreement dated March 27, 1987 and known as Trust 2531-EG (hereinafter referred to as "Mortgagor"), and NBD BANK, formerly known as NBD ELK GROVE BANK, an Illinois banking corporation, having an office at 100 E. Higgins Road, Elk Grove Village, IL 60007 (hereinafter referred to as "Mortgagee").

W I T N E S S:

WHEREAS, Mortgagee has lent to Mortgagor the principal amount of FIVE HUNDRED AND FIFTY SEVEN THOUSAND (\$557,000) DOLLARS and, to evidence such indebtedness, Mortgagor has executed and delivered to Mortgagee that certain Mortgage Note dated December 9, 1991 in the principal amount of FIVE HUNDRED AND FIFTY SEVEN THOUSAND (\$557,000) DOLLARS (hereinafter referred to as the "Mortgage Note"); and

WHEREAS, the Mortgage Note is secured by a Mortgage ("Mortgage") and Collateral Assignment of Lease(s) and Rent(s) ("Collateral Assignment of Lease(s) and Rent(s)") each dated December 9, 1991 and registered with the Cook County Registrar of Titles on December 26, 1991 as document Nos. LR4021668 and LR4021669, respectively, both relating to the Real Estate legally described on Exhibit "1" attached hereto and made a part hereof; and

WHEREAS, to induce Mortgagee to agree to a partial release of the Mortgage and Collateral Assignment of Lease(s) and Rent(s) as to Parcel 1 of the Real Estate legally described on Exhibit "1" attached hereto only to permit Mortgagor to sell such Parcel 1, Mortgagor has offered to grant, convey and mortgage to Mortgagee to secure said Mortgage Note that certain Real Estate in the County of Cook, State of Illinois, legally described on Exhibit "2" attached hereto and made a part hereof, including the improvements now or hereafter thereon and the easement rights and appurtenances thereunto belonging and to subject such Real Estate legally described on Exhibit "2" attached hereto, to all of the terms and provisions of the Mortgage and Collateral Assignment of Lease(s) and Rent(s), and Mortgagee has accepted Mortgagor's offer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, Mortgagor and Mortgagee hereby agree as follows:

1. Mortgagor does, by these presence, grant, convey, and mortgage unto Mortgagee, its successors and assigns forever, the Real Estate and all of its estates, rights, titles, and interests

Vertical handwritten notes on the left margin.

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therein situate in the County of Cook, State of Illinois, legally described or Exhibit "2" attached hereto and made a part hereof, which Real Estate, together with the following described property, is collectively referred to herein as the "Premises" together with:

A. All right, title, and interest of Mortgagor, including any after-acquired title or reversion, in and to the right-of-ways, streets, avenues, and alleys adjoining the Premises.

B. All and singular the tenements, hereditaments, easements, appurtenances, passages, liberties, and privileges thereof or in any way now or hereafter appertaining, including homestead and any other claim at law or in equity, as well as any after-acquired title, franchise, or license, and the reversion and reversions and remainder and remainders thereof;

C. In accordance with the Collateral Assignment of Lease(s) and Rent(s) all rents, issues, proceeds, and profits accruing and to accrue from the Premises; and

D. All buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration, and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises, and all fixtures, equipment, materials and other types of personal property used in the ownership and operation of the improvement situated thereon with parking and other related facilities, in possession of Mortgagor and now or hereafter located in, on, or upon, or installed in or affixed to, the Real Estate legally described herein, or any improvements or structures thereon, together with all accessories and parts now attached to or used in connection with any such equipment, materials and personal property or which may hereafter, at any time, be placed in or added thereto, and also any and all replacements and proceeds of any such equipment, materials and personal property, together with the proceeds of any of the foregoing; it being mutually agreed, intended, and declared, that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the Premises and for the purpose of the Mortgage to be Premises, and covered by the aforesaid Mortgage; and as to any of the property aforesaid which does not so form a part and parcel of the Premises or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code), the Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code, as adopted in the State of Illinois, for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to the Mortgagee as the Secured Party (as such term is defined in the Uniform Commercial Code).

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TO HAVE AND TO HOLD, the same unto the Mortgagee and its successors and assigns forever, for the purposes and uses set forth in the aforesaid Mortgage and Collateral Assignment of Lease(s) and Rent(s).

2. The Mortgage and Collateral Assignment of Lease(s) and Rent(s) are hereby modified to provide that the terms "Premises", "Real Estate" and "Mortgaged Premises" as used in the Mortgage and Collateral Assignment of Lease(s) and Rent(s) shall include and refer to without limitation the Premises legally described on Exhibit "2" attached hereto and made a part hereof.

3. In all respects, other than those expressly amended or supplemented hereby, Mortgagor does hereby ratify and confirm the provisions, terms, and conditions of the Mortgage Note, Mortgage, and Collateral Assignment of Lease(s) and Rent(s).

This MODIFICATION AGREEMENT is executed by NBD TRUST COMPANY OF ILLINOIS, not personally, but as Trustee as aforesaid in the exercise and power of authority conferred upon and vested in it as such Trustee and NBD TRUST COMPANY OF ILLINOIS hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on NBD TRUST COMPANY OF ILLINOIS personally, to perform any covenant either expressed or implied herein contained, or such liability, if any, being expressly waived by any person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed and sealed as of day and year first written above.

NBD TRUST COMPANY OF ILLINOIS,
not personally, but as Trustee under Trust 2533-EG

By: _____
Title: _____

ATTEST:

Title: _____

NBD BANK,
an Illinois banking corporation,

By: _____
Title: _____

ATTEST:

Title: _____

This instrument prepared by:
Timothy S. Breems
One N. LaSalle Street
Chicago, IL 60602

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RIDER ATTACHED TO AND MADE A PART OF
MODIFICATION AGREEMENT

DATED March 26, 1993

UNDER TRUST NO. 2533-MU

NBD Bank, Successor by Merger

This instrument is executed by NBD TRUST COMPANY OF ILLINOIS, 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 of the terms, provisions, stipulations, covenants and conditions to be performed by NBD TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against NBD TRUST COMPANY OF ILLINOIS by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by NBD TRUST COMPANY OF ILLINOIS, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon NBD TRUST COMPANY OF ILLINOIS, personally or as said Trustee to acquiesce the rents, issues, and profits arising from the property in said trust estate, or the proceeds arising from the sale or other disposition thereof; but so far as said Trustee and its successors and said NBD TRUST COMPANY OF ILLINOIS personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefor and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

It is expressly understood and agreed by every person, firm or corporation claiming any interest in this document that NBD TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise arising out of, or in any way related to (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property or the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the Trustee, which are based upon or in any way related to such hazardous materials including without limitation, attorneys and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory Rider and the provisions of the document to which it is attached, the provisions of this Rider shall govern.

NBD Bank, Successor by Merger to
NBD TRUST COMPANY OF ILLINOIS, as Trustee under
Trust No. 2533-MU, and not individually

[Signature]
Assistant Trust Officer

ATTEST:

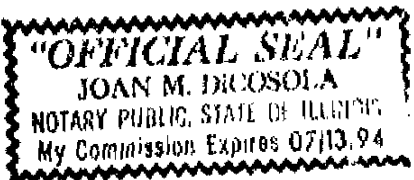
[Signature]
Assistant Secretary

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State of Illinois)
County of Cook) ss.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the above Officers of NBD TRUST COMPANY OF ILLINOIS, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer and Trust Officer, 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 said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth; that the said Trust Officer then and there acknowledged that he/she, as custodian of the Corporate Seal of said corporation, did affix the said seal to said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of April, 19 93.



[Signature]
Notary Public

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, of NBD TRUST COMPANY OF ILLINOIS, and _____, of NBD TRUST COMPANY OF ILLINOIS, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, 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 said NBD TRUST COMPANY OF ILLINOIS, not personally, but as Trustee, for the uses and purposes therein set forth. and the said _____ did also then and there acknowledge that he/she, as custodian for the corporate seal of said NBD TRUST COMPANY OF ILLINOIS, did affix the corporate seal as his/her own free and voluntary act, and as the free and voluntary act of said NBD TRUST COMPANY OF ILLINOIS, not personally, but as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____, 1993.

Notary Public

(Notary Seal)

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PARCEL 1: LOT SIXTY FOUR (64) IN HIGGINS ROAD COMMERCIAL SUBDIVISION UNIT NO. 43, BEING A RESUBDIVISION IN SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON OCTOBER 3, 1968 AS DOCUMENT NUMBER 2414079.

COMMONLY KNOWN AS: 145 N. RANDALL ROAD, ELK GROVE VILLAGE, IL

PERMANENT INDEX NO: 08-21-202-047-0000

PARCEL 2: LOT SIXTY FIVE (65) IN HIGGINS ROAD COMMERCIAL SUBDIVISION UNIT NO. 43, BEING A RESUBDIVISION IN SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON OCTOBER 3, 1968 AS DOCUMENT NUMBER 2414079.

COMMONLY KNOWN AS: 125 N. RANDALL ROAD, ELK GROVE VILLAGE, IL

PERMANENT INDEX NO: 08-21-202-048-0000

PARCEL 3: LOT SIXTY EIGHT (68) IN HIGGINS ROAD COMMERCIAL SUBDIVISION UNIT NO. 41, BEING A RESUBDIVISION IN SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 75 N. RANDALL ROAD, ELK GROVE VILLAGE, IL

PERMANENT INDEX NO: 08-21-202-051-0000

*After recording
Book 61
6/10/68 Elk Grove Village
100 N Higgins Rd
Elk Grove Village, IL
60107
Attn: James Owen Higgins*

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LOT 66 IN HIGGINS ROAD COMMERCIAL SUBDIVISION UNIT 43, BEING A
SUBDIVISION IN SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED OCTOBER 1, 1968 AS DOCUMENT LR 2414079, IN COOK COUNTY,
ILLINOIS.

COMMONLY KNOWN AS: 105 N. RANDALL
ELK GROVE VILLAGE, ILLINOIS

PERMANENT INDEX NO.: 08-21-202-049

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EXHIBIT "2"

