

# UNOFFICIAL COPY

COOK COUNTY  
RECORDER  
JESSE WHITE  
SKOKIE OFFICE

## AMENDMENT TO TRUST DEED

January 2, 1994.

These presents amend that certain Trust Deed dated as of December 19, 1986 (the "Mortgage"), between the First National Bank of Northbrook (the "Mortgagor"), a National Banking Association, as Trustee under the provisions of a Trust Agreement dated the 18th day of November, 1986, known as Trust Number 340 (the "Trust"), and not personally, having offices at 1300 Meadow Road, Northbrook, Illinois, and First National Bank of Skokie, having an office at 8001 North Lincoln Avenue, Skokie, Illinois (the "Mortgagee"), recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 22, 1986, as Document No. 80612202.

### WITNESSETH:

WHEREAS, the Mortgagor is the owner and holder of fee simple title in and to all of the real estate described in Exhibit A attached hereto and by this reference made a part hereof, which real estate forms a portion of the Premises hereinafter described;

WHEREAS, James E. O'Halloran, Jr., James G. Blackburn, Jerome E. Powell and Carl E. Dohn, Jr. (the "Beneficiaries") are presently the sole beneficiaries of the Trust, and were the sole beneficiaries of the Trust on December 19, 1986,

WHEREAS, First National Bank of Skokie is now known as NEW SKOKIE BANK, N.A.;

\*\*0001\*\*  
RECORDING # 33.00  
MAILINGS # 0.50  
94533090 #

06/14/94 0010 MCH 11:23

This Instrument Prepared By and Mail To:



Martin W. Salzman  
Schwartz, Cooper, Greenberger & Krauss, Chtd.  
180 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601  
(312) 346-1300

94533090

33.50  
aw

# UNOFFICIAL COPY

WHEREAS, NBD Bank ("NBD"), an Illinois banking corporation, is assignee of the Trust Deed pursuant to an Assignment of Mortgage (sic) dated January 26, 1993 and recorded with the Cook County, Illinois Recorder as document number 93273382;

WHEREAS, NBD is the Owner and Holder of the Note (the "Note") secured by the aforementioned Trust Deed; and

WHEREAS, the Beneficiaries have requested Mortgagee to extend the maturity date of said Note from January 2, 1994 to January 2, 1995, and have entered into a Modification Agreement and Amendment to Note, dated of even date herewith, which *inter alia* provides for such extension, and that during the extension period provided for in said Modification Agreement, First Party (as said term is used in the Trust Deed) shall make 12 consecutive monthly installment payments of four thousand dollars (\$4,000.00) or more each (principal and interest included), commencing on the 2nd day of January, 1994, and on the first day of each month thereafter, with a final payment of the unpaid principal balance and accrued interest due and payable on January 2, 1995.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the Mortgagor and Mortgagee agree as follows:

1. The Trust Deed is hereby amended to provide that the maturity date of the Note is extended until January 2, 1995; and
2. First Party shall make 12 consecutive monthly installment payments of four thousand dollars (\$4,000.00) each or more (principal and interest included), commencing on the 2nd day of January, 1994, and on the first day of each month thereafter, with a final payment of the then unpaid principal balance and accrued interest due and payable on January 2, 1995; and
3. All other terms of the Trust Deed as amended by these presents are hereby confirmed.

This Trust Deed is executed by First National Bank of Northbrook, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the Trustee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this Trust Deed shall be construed as creating any liability on First National Bank of Northbrook or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained, all such liability, if any, being expressly waived, and that any recovery on this Trust Deed and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver

UNOFFICIAL COPY

Property of Cook County Clerk's Office

6/10/2010

# UNOFFICIAL COPY

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 bindings only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own rights, 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 First National Bank of Northbrook or any of the beneficiaries under said Trust Agreement, 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.

94533090

~~Trust Agreement~~  
Secretary Trust Agreement

R:\41419\94303\Amendmnt 04/08/94

CLERK OF COOK COUNTY CLERK'S OFFICE

94533090

UNOFFICIAL COPY

Property of Cook County Clerk's Office

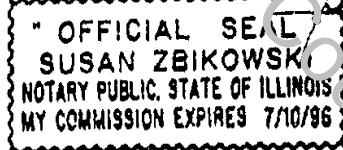
00000000

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK

I, Susan Zbikowski, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Kenneth H. Cooke, Senior Vice President of FIRST NATIONAL BANK OF NORTHBROOK and Kathleen M. Holmberg, ~~Trustee~~ Assistant ~~Trust Officer~~ thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Senior Vice President and Assistant ~~Trust Officer~~, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their 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; and Assistant ~~Trust Officer~~ did also then and there acknowledge that she as custodian of the corporate seal of said Bank did affix said instrument as her 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 7th day of June,  
A.D., 1994.



Susan Zbikowski  
Notary Public

UNOFFICIAL COPY

Property of Cook County Clerk's Office

APR 18 2008

# UNOFFICIAL COPY

## MORTGAGEE'S SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has through its duly authorized officers, executed this Amendment to Trust Deed as of the day and year first above written.

NBD BANK, as assignee of NBD SKOKIE BANK, N.A. (formerly known as First National Bank of Skokie)

By: David Garcia

Dated: January 2, 1994

ATTEST:

\_\_\_\_\_  
Secretary

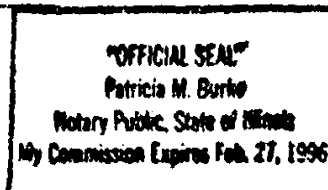
STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF COOK    )

I, Patricia M. Burke, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT David R. Garcia, personally known to me to be the Vice President of said Bank, and Secretary, 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 severally acknowledged that they signed and delivered the said instrument as Vice President and Secretary of said Bank and caused the corporate seal of said Bank to be affixed thereto as their free and voluntary act, and as the free and voluntary act and deed of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and seal this 13th day of June, 1994.

Patricia M. Burke  
Notary Public

My Commission Expires: \_\_\_\_\_





UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
PROPERTY OF COOK COUNTY CLERK'S OFFICE  
NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

2011

# UNOFFICIAL COPY

## AMENDMENT TO TRUST DEED LEGAL DESCRIPTION

**PARCEL 1:** Lot 10 (except the west 150 feet thereof) and all of Lot 11 in North Western Industrial Park Unit No. 2, a subdivision of South 250 feet of the West 871.20 feet of the South West  $\frac{1}{4}$  of the South East  $\frac{1}{4}$  of Section 23, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois

**PARCEL 2:** The West 60 feet and that part of the North 60 feet lying East of the West 60 feet thereof and lying West of the East 30 feet thereof of Lot 12 in North Western Industrial Park, Unit No. 2, being a subdivision of the South 250 feet of the West 871.20 feet of the South West  $\frac{1}{4}$  of the South East  $\frac{1}{4}$  of Section 23, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 4050 Industrial Avenue  
Rolling Meadows, Illinois 60008

Property Index Nos.: 02-23-402-011  
02-23-402-020  
02-23-402-032

Mortgagor's Address: 1300 Meadow Road  
Northbrook, Illinois

Mortgagee's Address: 8001 North Lincoln Avenue  
Skokie, Illinois 60077

**EXHIBIT 'A'**

**94533090**

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000