

FIRST MODIFICATION TO MORTGAGE

This First Modification to Mortgage is entered into this 1st day of December, 1993, by and between Capitol Bank and Trust as Trustee under a Trust Agreement dated April 5, 1989 and known as Trust No. 1752 (hereinafter referred to as "Mortgagor") and Capitol Bank and Trust (hereinafter referred to as "Mortgagee").

W I T N E S S E T H

WHEREAS, Mortgagor is justly indebted to Mortgagee as of the date of this modification as evidenced by Mortgagor's Note dated August 28, 1989 in the original principal amount of \$250,000.00 with interest thereon (the "Note"); and

WHEREAS, the Note is secured by that certain Trust Deed dated August 28, 1989 and recorded with the Recorder of Deeds of Cook County, Illinois as Document No. 89429092 (hereinafter referred to as the "Mortgage"); and

WHEREAS, the Note is also secured by that certain Assignment of Rents dated August 28, 1989 and recorded with the Recorder of Deeds of Cook County, Illinois as Document No. 89429093 (hereinafter referred to as the "Assignment"); and

WHEREAS, Mortgagor has contemporaneously herewith executed a Note of even date herewith in the principal amount of \$250,000.00 with a maturity of ten (10) years from date (the "New Note") and which is in substitution of and in replacement of the Note; and

WHEREAS, Mortgagor recognizes and confirms that the lien of the aforesaid Mortgage held by Mortgagee is a valid and subsisting first lien on the real property as described in Exhibit "A"

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COOK COUNTY RECORDER

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attached hereto and incorporated herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and upon the express condition that the lien of the aforesaid Mortgage held by Mortgagee is a valid and subsisting first prior lien on the premises described in Exhibit "A" and on the further condition that the execution of this modification will not impair the lien of said Mortgage and further upon the express condition that in the event of a breach of either of the above expressed conditions this modification will not take effect and will be null and void;

IT IS HEREBY agreed to by the parties as follows:

1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding upon the parties.

2. Mortgagor hereby covenants, promises and agrees to perform each and all of the covenants and agreements contained in the Mortgage and Assignment to be performed by the Mortgagor at the time and in the manner in all respects provided therein and to be bound by all the terms and provisions of said Mortgage.

3. It is further agreed, however, that the mortgage is hereby modified to provide that it shall secure the payment of the New Note and the performance and observance by the Mortgagor, and any guarantors of any indebtedness secured by the Mortgage and of all of the covenants, agreements, and conditions contained in the New Note, the Mortgage, the Assignment and in all other instruments pertaining to the repayment of any indebtedness secured by the Mortgage (including any guaranty thereof) and in any other security

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agreement relating to the sums secured by the Mortgage.

4. The Mortgage is subject to all the provisions contained in said Mortgage and all other documents executed in connection therewith. Mortgagor hereby agrees, recognizes and confirms that the Mortgage as modified secures the performance of all of those covenants, agreements and conditions contained in all the instruments pertaining to the repayment of the New Note.

5. The Mortgagor hereby agrees that if a default is made in the payment of any principal or interest due under the New Note, or if there shall be any other breach or default of the terms, conditions or covenants of the Mortgage, the New Note or any other document executed in connection with the indebtedness secured by the Mortgage, then the entire principal balance of the New Note, together with all accrued interest and any other sums provided for in the New Note shall, at the option of Mortgages, become immediately due and payable without further notice.

6. All the real property described in Exhibit "A" herein shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and the New Note, and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge, encumbrance or the conveyance created by the Mortgage, except as expressly provided herein.

7. The original executed copy of this Modification shall be duly recorded with the Recorder of Deeds of Cook County, Illinois. This Modification, together with the Mortgage, the New Note, the Assignment and any other documents executed in connection with the

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indebtedness secured by the Mortgage, as modified hereby shall be binding upon the Mortgagor and its successors and assigns.

THIS FIRST MODIFICATION TO MORTGAGE is executed by Capitol Bank and Trust, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such Trustee and said Trustee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the part of Mortgagor individually to pay the Mortgagor's Note or any interest thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained; all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right of security hereunder and that so far as said Trustee personally is concerned, the legal holder or holders hereof shall look solely to the premises hereby conveyed and the enforcement of the lien hereby created or to an action to enforce the personal liability of any guarantor hereof.

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IN WITNESS WHEREOF, this First Modification to Mortgage is executed as of the day and year first written above.

ATTEST:

By: *Dorothy K. Casper*  
Its: Trust Officer

MORTGAGOR:

Capitol Bank and Trust  
not personally but as  
Trustee under a Trust Agreement  
dated April 5, 1989 and known  
as Trust No. 1752

By: *[Signature]*  
Its: Senior V.P. and Trust Officer

*This instrument is executed by CAPITOL BANK AND TRUST, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by CAPITOL BANK AND TRUST are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against CAPITOL BANK AND TRUST by reason of any of the covenants, representations or warranties contained in this instrument.*

MORTGAGEE:

Capitol Bank and Trust

By: *Amy L. Smith*  
Its: Trust Vice President

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## EXHIBIT "A"

### PARCEL 1:

LOT 6 IN BLOCK 11 IN WRIGHT'S ADDITION TO CHICAGO OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOT 12 IN J.A. YALE'S RESUBDIVISION OF LOTS 3,4,5,7,8,10,11, AND THE NORTH 10 FEET OF LOT 14 IN BLOCK 11 IN WRIGHT'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

EASEMENT IN FAVOR OF PARCEL AFORESAID RELATING TO THE INCROACHMENT, IF ANY, OF THE PARTY WALL ONTO LOT 13, IN BLOCK 11 IN J.A. YALE'S RESUBDIVISION OF LOTS, 8, 9, AND 12 IN BLOCK 8; LOTS 1 TO 12, BOTH INCLUSIVE, AND THE NORTH 10 FEET OF LOTS 13 AND 14 IN BLOCK 9; LOTS 2,3,6,7,10,11,12 AND THE NORTH 10 FEET OF LOT 13 AND 14 OF BLOCK 10; LOTS 3,4,5,7,8,10,11, AND THE NORTH 10 FEET OF LOT 14 IN BLOCK 11 LOTS 10 TO 12, BOTH INCLUSIVE, AND THE NORTH 10 FEET OF LOTS 13 AND 14 IN BLOCK 12, ALL IN WRIGHT'S ADDITION TO CHICAGO OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS CREATED BY PARTY WALL AGREEMENT MADE BY AND BETWEEN CAPITOL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 906 AND CAPITOL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 1752, RECORDED APRIL 26, 1989 AS DOCUMENT 89185241.

(OK)  
PK

PIN: 17-05-424-003 - P.1 1  
17-05-424-004 - P.1 2

THIS PROPERTY INDEX NUMBER IS BEING PROVIDED AT THE CUSTOMER'S REQUEST. THE OFFICE OF THE RECORDER OF DEEDS DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ANY ERROR OR INACCURACY IN THE PROPERTY INDEX NUMBER. CUSTOMER ACCEPTS ALL RESPONSIBILITY FOR THE CORRECTNESS OF THIS PROPERTY INDEX NUMBER.

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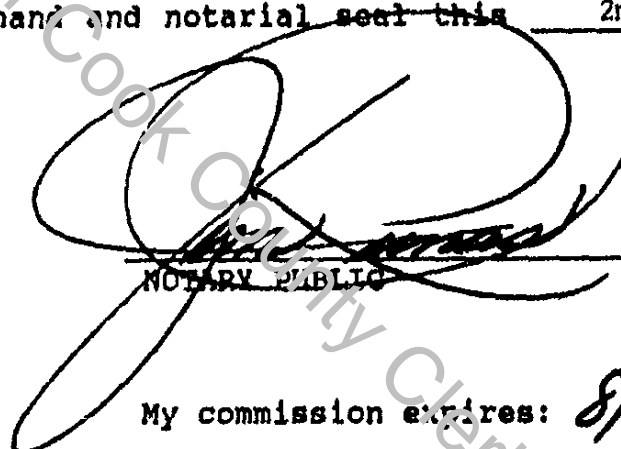
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## ACKNOWLEDGMENT

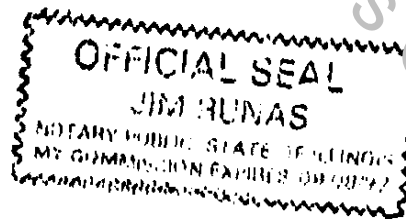
STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF C O O K)

I, Jim Runas, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Edward J. Lucas the Senior V.P. & Trust Officer of Capitol Bank and Trust, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 2nd day of December, 1993.

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: 8/8/97



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