

# UNOFFICIAL COPY

## MODIFICATION AGREEMENT

Loan #12053/20744

94970814

In consideration of the payment to COLUMBIA NATIONAL BANK OF CHICAGO, the owner and holder of the indebtedness described below, of a modification fee of \$-0- receipt of which is hereby acknowledged, it is mutually agreed that the terms of repayment of said indebtedness be and they are hereby modified as herein provided:

The existing indebtedness is represented by a Note dated June 26, 1991, in the original principal amount of \$150,000.00 plus interest at the rate of P + 1/2% per annum payable in 11 monthly installments of interest only with the final installment due and payable June 26, 1992. The Note is secured by a Mortgage dated June 26, 1991 and recorded in the office of the Recorder of Deeds of Cook County on July 18, 1991 as Document No. 91356993 which was modified by Modification Agreement dated June 26, 1992 and Recorded as Document No. 92777285 and further modified by Modification Agreement dated June 26, 1993 and Recorded as Document No. 93578434.

**\*\*SEE REVERSE SIDE FOR LEGAL DESCRIPTION\*\***

The Note, Mortgage and Modification are hereby amended to provide that the unpaid balance of \$134,750.00 shall bear interest at the rate of P + 1/2% per annum and shall be paid in monthly installments of accrued interest beginning October 26, 1994, payable ON DEMAND.

All other terms, provisions and conditions of the Note and Mortgage and any and all other Security Instruments and supporting documents of any nature shall remain unchanged in every respect and are hereby ratified and confirmed.

DATED AT CHICAGO, ILLINOIS, this 26th day of September, 1994.

ACME REFINING COMPANY

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof  
LASALLE NATIONAL TRUST N.A., not personally  
but as Trustee u/v/a/ dtd 1/29/91 a/v/a Tr.No. 116075

By: [Signature]  
Laurence C. Baron, President

By: [Signature]  
SR. VICE PRESIDENT

Witness: Nancy A. Stock  
Assistant Secretary

The foregoing Modification Agreement has been executed with the knowledge and consent of the undersigned endorser and/or who hereby consent to the same and agree that their obligations shall continue in force unchanged hereby.

By: [Signature]  
Laurence C. Baron, Individually

94970814

LENDER:  
COLUMBIA NATIONAL BANK OF CHICAGO

By: [Signature]  
Charles S. Castle, Vice President

DEPT-01 RECORDING  
18-014 TRAN 3389 11/15/94 1416700  
#122 #AR #94-970814  
COOK COUNTY RECORDER

### LENDER ACKNOWLEDGEMENT

State of Illinois )  
County of Cook )

On this 26th day of September, 1994, before me, the undersigned Notary Public, personally appeared Charles S. Castle and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument.

Barbara Chambers  
Notary Public

PREPARED BY AND MAIL TO:  
B.J. CHAMBERS  
Columbia National Bank of Chicago  
5250 N. Harlem Avenue  
Chicago, Illinois 60656

"OFFICIAL SEAL"  
BARBARA CHAMBERS  
Notary Public, State of Illinois  
My Commission Expires 1/22/95



25-50

REFILE SERVICES # R11-890  
to And Made A Part Hereof

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## EXHIBIT "A"

PARCEL 1: Lots 1 through 5, inclusive and Lots 18 through 24, inclusive in Block 2 in Thomas O'Neil's Addition to Chicago in the Subdivision of the East 8.36 Acres of the Northeast Fractional 1/4 of Section 29, Township 39 North, Range 14, East of the third Principal Meridian, in Cook county, Illinois.

PARCEL 2: LOTS 1, 2 and 3 in Block 2 of Mrs. Bridgette O'Neil's Subdivision of 4.80 Acres of the West 1/2 of the East 16.72 Acres of the Northeast Fractional 1/4 of Section 29, described in Parcel 1.

PARCEL 3: All that part of the vacated North and South alley which lies West and adjoining said Lots 1 through 5 in Block 2 in Thomas O'Neil's Subdivision and which lies East of adjoining said Lot 24 in Block 2 in Thomas O'Neil's Subdivision, said alley vacated by Ordinance recorded as Document Number 18466262 in Cook County, Illinois.

ADDRESS: 829 West 22nd Place, Chicago, Illinois  
P.I.N. 17-29-202-004, 005, 006, 010, 011, 012, 013, 033 and 034.

### ACKNOWLEDGEMENT (Trustee)

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } SS.

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_ Vice President of \_\_\_\_\_ an \_\_\_\_\_ and \_\_\_\_\_ Assistant Secretary of said \_\_\_\_\_ personally known to me to be the

same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said \_\_\_\_\_ as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian for the corporate seal of said \_\_\_\_\_ did affix the said instrument as his own free and voluntary act and as the free and voluntary act of said \_\_\_\_\_ as Trustee, for the uses and purposes therein set forth.

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GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
My Commission Expires: \_\_\_\_\_

Notary Public

### ACKNOWLEDGEMENT (Corporation)

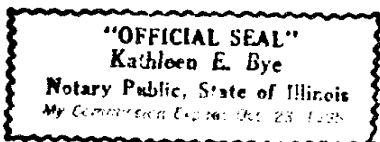
STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

I, KATHLEEN E. BYE, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH W. LANG, personally known to me to be the SR VICE President of LaSalle National Bank, a \_\_\_\_\_ corporation, and NANCY A. STACK, personally known to me to be the ASST Secretary of said corporation, and 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 as such SR VICE President and ASST Secretary, they signed and delivered the said instrument as SR VICE President and ASST Secretary of said corporation, and caused the corporate seal of said 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 therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of October, 1994.

My Commission Expires: 10-23-95

Kathleen E. Bye  
Notary Public



# UNOFFICIAL COPY

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Trustee's Exemption Rider Attached Here

RIDER ATTACHED TO AND MADE A PART OF  
(~~TRANSFER AGREEMENT~~)  
MORTGAGE ( ~~EXTENSION AGREEMENT~~ )  
(~~ADDITIONAL ADVANCE AGREEMENT~~)  
( MODIFICATION AGREEMENT )

Dated September 26, 1994

Under Trust No. 116075

This instrument is executed **LASALLE NATIONAL TRUST, N.A.**, 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 the terms, provisions, stipulations, covenants, and conditions to be performed by **LASALLE NATIONAL TRUST, N.A.** are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against **LASALLE NATIONAL TRUST, N.A.** by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said **LASALLE NATIONAL TRUST, N.A.**, 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 **LASALLE NATIONAL TRUST, N.A.**, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said **LASALLE NATIONAL TRUST, N.A.** 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 therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

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