

94976711

UNOFFICIAL COPY

94976711

Loan #17959/1

MODIFICATION AGREEMENT

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 \$ .00 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 May 13, 1985, in the original principal amount of \$350,000.00 plus interest at the rate of P + 1% per annum payable in 11 monthly installments of interest only with the final installment due and payable May 15, 1988. The Note is secured by a Second Mortgage dated May 15, 1985 and recorded in the office of the Recorder of Deeds of Cook County on July 3, 1985 as Document No. 85043531 which was modified by Modification Agreement dated May 15, 1988 and Recorded as Document No. 88303122 and further modified by Modification Agreement dated May 15, 1991 and Recorded as Document No. 91280669.

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

The Note, Mortgage and Modification are hereby amended to provide that the unpaid balance of \$170,830.78 shall bear interest at the rate of 8.75% per annum and shall be paid in monthly installments of \$3,500.00 (principal including interest) beginning 15th day of September, 1994 and \$3,500.00 each succeeding month with a final installment of unpaid principal balance plus accrued interest due and payable August 15, 1998.

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 15th day of August, 1994.

Trustee's Exoneration Rider Attached hereto And Made A Part Hereof

ACME REFINING COMPANY

LASALLE NATIONAL TRUST N.A., not personally but as Trustee u/t/a/ dtd 8/20/82 a/k/a Tr.No.105197

By: Laurence C. Baron, President

By: Nancy D. Strick SR. VICE PRESIDENT

Attest: Nancy D. Strick Assistant Secretary

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

DEPT-01 RECORDING \$25.50  
T#1111 TRAN 7073 11/17/94 09:18:00  
#9092 CG #94-976711  
COOK COUNTY RECORDER

By: Laurence C. Baron, Individually

LENDER:  
COLUMBIA NATIONAL BANK OF CHICAGO

By: Charles S. Castle, Vice President

94976711

LENDER ACKNOWLEDGEMENT

State of Illinois )  
County of Cook )

On this 15th day of August, 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



Handwritten initials/signature

562111 R11-995  
96724  
to And Made A Part Hereof TITLE SERVICES #

# UNOFFICIAL COPY

A tract of land described as follows: Beginning at the South West Corner of Block 5 in Cornell, Young & Slosson's Subdivision for the purposes of partition of Lots 31 and 32 in the Assessor's Division of part of the North West Quarter and the West half of the North East Quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian (this point being the intersection of the North Line of West 34th Street, 66 feet wide and the East Line of South Justine Street formerly Charlton Avenue, 66 feet wide); thence East along the North Line of West 34th Street, a distance of 500 feet to a point, thence North and parallel to the East Line of South Justine Street, a distance of 165 feet to a point; thence West and parallel to the North Line of West 34th Street, a distance of 30 feet to a point; thence North and parallel to the East Line of South Justine Street, a distance of 90 feet to a point; thence West and parallel to the North Line of West 34th Street, a distance of 170 feet to a point; thence South and parallel to the East Line of South Justine Street, a distance of 90 feet to a point; thence West and parallel to the North Line of West 34th Street, a distance of 300 feet to a point; thence South along the East Line of South Justine Street, a distance of 165 feet, more or less, to the place of beginning, all in the North West Quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 3357 S. Justine, Chicago, IL 60608

PIN 17-32-112-016

### 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.

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

Notary Public

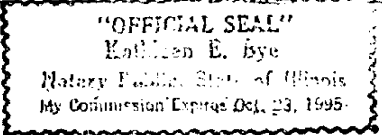
### ACKNOWLEDGEMENT (Corporation)

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. TANG SR VICE PRESIDENT of IN-SALLO a Foreign Bank corporation, and NANCY A. STACK Ass't 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 and severally acknowledged that as such SR VICE President and Ass't Secretary, they signed and delivered the said instrument as SR VICE President and Ass't 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 \_\_\_\_\_ day of November, 1994  
My Commission Expires: 10-23-95

Kathleen E. Bye  
Notary Public



94970711

# UNOFFICIAL COPY

9 4 9 7 6 7 1 1

RIDER ATTACHED TO AND MADE A PART OF

MORTGAGE

~~(TRANSFER AGREEMENT)~~

~~(EXTENSION AGREEMENT)~~

~~(ADDITIONAL ADVANCE AGREEMENT)~~

( MODIFICATION AGREEMENT

Dated August 15, 1994

Under Trust No. 105191

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.

94976711

UNOFFICIAL COPY

Property of Cook County Clerk's Office