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## MODIFICATION AGREEMENT

This Note and Mortgage Modification Agreement (the "Agreement") is made as of the 1st day of December, 1993 by and among FIRST CHICAGO TRUST COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTEE TO FIRST CHICAGO BANK OF RAVENSWOOD, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 12, 1990 AND KNOWN AS TRUST NO. 25-10646 and NBD BANK, AS SUCCESSOR TO NBD TRUST COMPANY OF ILLINOIS, SUCCESSOR TRUSTEE TO THE BANK AND TRUST COMPANY OF ARLINGTON HEIGHTS, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 2, 1979 AND KNOWN AS TRUST NO. 2092-AH (collectively herein "Borrowers") and NBD BANK, an Illinois Banking Corporation ("NBD") ("Mortgagee"):

### WITNESSETH:

WHEREAS, NBD has loaned FIVE HUNDRED FIFTY THOUSAND and 00/100 (\$550,000.00) Dollars to the Borrowers (the "Loan") and,

WHEREAS, the Loan is evidenced by a Note dated March 26, 1990, made by the Borrowers in the principal amount of FIVE HUNDRED FIFTY THOUSAND and 00/100 (\$550,000.00) Dollars (the "Note"); and,

WHEREAS, the Note is secured by Mortgages dated March 26, 1990, made by the Borrowers to the Mortgagee and recorded April 4, 1990, in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 90-151493 and 90-151495 (the "Mortgages"), which Mortgages encumber the properties described in Exhibit "A" attached hereto (the "Property") and other security instruments executed and delivered under date of March 26, 1990; and modified by a unrecorded Modification Agreement dated October 2, 1990 and a Modification Agreement dated September 8, 1991, recorded with the Cook County Recorder's Office on November 7, 1991, as Document No. 91-585157 and further modified by an unrecorded Modification Agreement dated October 1, 1993 and (the "Modification Agreements"),

WHEREAS, the Borrower has requested and NBD has agreed to modify the terms and conditions of the Note, Mortgages and Modification Agreements in accordance with the terms and conditions herein contained:

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrowers and NBD agree as follows:

1. The date "December 1, 1993" (the "Maturity Date"), whenever it appears in the Modification Agreement dated September 8, 1991 that amended the Note and Mortgage dated March 26, 1990 is hereby deleted and "December 1, 1995", (the "New Maturity Date") is substituted therefore, thereby extending the maturity date of the Note to the New Maturity Date.

2. Notwithstanding any provisions of the Note which may be or appear to be to the contrary, from and after the date of this Agreement until the full amount of the principal indebtedness evidenced by the Note becomes due, whether by acceleration or otherwise, the Note shall bear interest at an annual rate equal to ONE PERCENT OVER NBD BANCORP PRIME RATE, FLOATING, ADJUSTED AS OF THE DAY OF CHANGE IN SAID PRIME RATE provided, however, that any payment of principal or interest which is not paid when due, whether by acceleration or otherwise, shall bear interest equal to FOUR PERCENT OVER NBD BANCORP PRIME RATE, FLOATING, ADJUSTED AS OF THE DAY OF CHANGE IN SAID PRIME RATE.

3. Notwithstanding any provisions of the Note which may be or appear to be to the contrary, from and after the date of this Agreement and continuing until the full amount of the principal indebtedness evidenced by the Note becomes due, whether by acceleration or otherwise, the monthly payment by the Borrowers under the Note shall be Two Thousand Forty Eight and 53/100 Dollars

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## RIDER ATTACHED TO AND MADE A PART OF MODIFICATION AGREEMENT

DATED December 1, 1993 UNDER TRUST NO. 2092-AH

This instrument is executed by NBD Bank, Successor Trustee to NBD Trust Company of Illinois, not personally but as Trustee under Trust No. 2092-AH, 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 Bank, are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against NBD Bank, by reason of anything contained in said instrument, or in any previously executed document, whether or not asserted by said NBD Bank, 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 Bank, personally or as said Trustee to sequester 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 Bank, 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 Bank, 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 the exoneratory Rider and the provisions of the document to which it is attached, the provisions of this Rider shall govern.

## GENERAL DOCUMENT EXONERATION RIDER

This document is executed by First Chicago Trust Company of Illinois, not personally but as Trustee under Trust No. 25-10646 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder or to perform any covenants, either expressed or implied including but not limited to warranties, indemnifications and hold harmless representations in said document (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

SEE TRUSTEE'S ROOM ATTACHED HEREIN

AND MADE A PART HEREOF  
Exoneratory Rider Attached Herein And

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(\$2,048.53) plus interest at a fluctuating rate per annum equal to one percent (1%) above the NBD BANCORP PRIME RATE beginning with the first payment being due January 1, 1994.

4. The Borrowers hereby acknowledges that, as of the date of this Agreement, the outstanding principal balance owed under the Note is FIVE HUNDRED TWENTY SIX THOUSAND FOUR HUNDRED SEVENTY ONE AND 26/100 Dollars (\$526,471.26) and there is no outstanding interest owed under the Note.

5. Notwithstanding any provisions of the Note which may be or appear to be to the contrary, from and after the date of this Agreement and continuing until the full amount of the principal indebtedness evidenced by the Note becomes due, whether by acceleration or otherwise, the Borrowers will provide NBD with quarterly rent rolls and quarterly operating statements for the property held by FIRST CHICAGO BANK OF RAVENSWOOD, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 12, 1990 AND KNOWN AS TRUST NO. 25-10646.

6. As used in the Note and Mortgages, the terms "Note" and "Mortgages" shall mean and include each of said instruments, respectively, as supplemented and modified by this Agreement.

7. As supplemented and modified hereby, each of the Note and Mortgages is hereby ratified, adopted and confirmed.

Only the maturity date of the Note and Mortgages have been changed by this Renewal Modification Agreement.

This Renewal Modification Agreement is supplementary to said Mortgages. All the provisions therefor and of the Note and Mortgage, including the right to declare principal and accrued interest due for any cause specified in said Mortgages or Notes, shall remain in full force and effect except as herein expressly modified. The Borrowers agree to perform and adhere to all covenants of the Borrowers in said Mortgages. The provisions of this Agreement shall inure to the benefit of any holder of said note or Notes and shall bind the heirs, personal representatives and assigns of the Borrowers.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

FIRST CHICAGO TRUST COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTEE TO FIRST CHICAGO BANK OF RAVENSWOOD, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 21, 1990 AND KNOWN AS TRUST NUMBER 25-10646

ATTEST: *Earl Higley*  
ITS: Trust Officer

BY: *William C. ...*  
ITS: Assistant Vice President

NBD BANK, AS SUCCESSOR TRUSTEE TO NBD TRUST COMPANY OF ILLINOIS, SUCCESSOR TRUSTEE TO THE BANK AND TRUST COMPANY OF ARLINGTON HEIGHTS, AS TRUST AGREEMENT DATED APRIL 2, 1979 AND KNOWN AS TRUST NUMBER 2092-AH and not personally

ATTEST: *...*  
ITS: ASSISTANT TRUST OFFICER

BY: *...*  
ITS: ASSISTANT VICE PRESIDENT & TRUST OFFICER

Trustee's Ex

Made A Part Hereof

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NBD BANK

ATTEST: Mary Pat Kerrigan  
BY: Mary Pat Kerrigan  
ITS: Vice President

Mark A. Fisher  
BY: MARK A. FISHER  
ITS: COMMERCIAL BANKING OFFICER

As supplemented and modified hereby, the Guarantors of the Note and the Mortgages hereby raitify, adopt and confirm the changes instituted by the Renewal Modification Agreement described herein.

Ronald L. Lach  
RONALD L. LACH

Pamela M. Lach  
PAMELA M. LACH  
E (PL)

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4-10-07



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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

I, Shirley M. Bohn, a Notary Public in and for said County and State, do hereby certify that Lillian Curyle and EVA HIGT, who are known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Trust Officer, appeared before me this day in person, and acknowledged that they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 21st day of December, 1993.

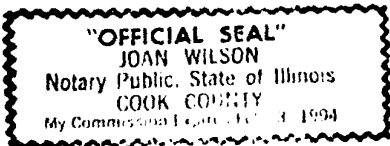
Lillian Medina  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Joan Wilson, a Notary Public in and for said County and State, do hereby certify that Wayne J. Goble, Jr. and Annette N. Brusca, who are known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President & Trust Officer and Assistant Trust Officer, appeared before me this day in person, and acknowledged that they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 23rd day of December, 1993.

Joan Wilson  
Notary Public

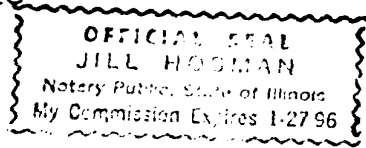


STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Jill Hoshan, a Notary Public in and for said County and State, do hereby certify that MARY PAT KERR GAN V.P. and MARK A. FISHER, OFFICER, who are known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and OFFICER, appeared before me this day in person, and acknowledged that they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 27th day of DECEMBER, 1993.

Jill Hoshan  
Notary Public



DEPT-01 RECORDING \$35.50  
11/23/93 TRAN 5113 01/13/94 09:32:00  
#241 # \* -94-040675  
COOK COUNTY RECORDER

DEPT-01 RECORDING \$35.50  
11/23/93 TRAN 5189 01/13/94 11:14:00  
#2339 # \* -94-040784  
COOK COUNTY RECORDER

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STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) SS

I, TERRI D. CHAVEZ, a Notary Public in and for said County and State, do hereby certify that RONALD L. LACH and PAMELA ~~NE~~ LACH, his wife who are known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 17th day of DECEMBER, 1993.

TERRI D. CHAVEZ  
Notary Public



THIS INSTRUMENT PREPARED BY:  
NBD BANK  
1603 ORRINGTON AVENUE  
EVANSTON, ILLINOIS 60204  
MARK A. FISHER

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## MODIFICATION AGREEMENT

### EXHIBIT "A"

#### LEGAL DESCRIPTION

**PARCEL 1:**

Lots Eleven and Twelve in Block Two in John Lewis Cochran's Subdivision of the West Half of the Northeast Quarter of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PIN: 14-08-201-016

Commonly known as: 1040 West Catalpa Drive, Chicago, Illinois 60065

**PARCEL 2:**

Lot 2 in David's Resubdivision, being a resubdivision of the North 220 feet of the East 420 feet of Lot 230 in Higgins Industrial Park, Unit Number 165, being a subdivision of the Southeast Quarter of Section 27, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 08-27-400-075

Commonly known as: 1351 Jarvis Avenue, Elk Grove Village, Illinois  
60007

08-27-400-075

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