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COOK COUNTY, ILLINOIS
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This Instrument Prepared By:
Diana M. Velles
Northern Trust Bank/O'Hare, N.A.
8501 W. Higgins Road
Chicago, Illinois 60631

29-2

MODIFICATION AGREEMENT

THIS AGREEMENT, dated this 23rd day of November, 1993 by and between Nelson Funeral Homes, Inc., an Illinois corporation; LaSalle National Trust, N.A., as successor trustee under trust agreement dated February 26, 1969, and known as Trust Number 35734 (hereinafter referred to as "BORROWER" whether singular or plural), and NORTHERN TRUST BANK/O'HARE, N.A. (hereinafter referred to as the "BANK"),

WITNESSETH:

WHEREAS, the BORROWER executed and delivered to the BANK, a Principal Note (hereinafter referred to as "NOTE") dated May 8, 1991 in the original principal amount of \$850,000.00 being payable in monthly installments of \$10,096.87 commencing June 10, 1991 with a final payment due May 10, 1996, when payment shall be made of all principal then remaining unpaid with interest thereon. Said installments include interest on the unpaid principal balance at the rate of 9.8750%.

WHEREAS, the BORROWER executed and delivered to the BANK a Mortgage (hereinafter referred to as "MORTGAGE") dated May 8, 1991 securing the NOTE and conveying and mortgaging real estate located in Cook County, State of Illinois, legally described as follows:

LOT 7 (EXCEPT STREETS) IN RUDOLPH SEIFERT'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 820 N. Talcott Road, Park Ridge, IL
PIN: 09-35-412-005

LOTS 26 AND 27 IN NATHAN AND WOHLLEBEN'S RESUBDIVISION OF LOTS 21 TO 30 BOTH INCLUSIVE IN LOUIS E. HENRY'S SUBDIVISION OF THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOTS 26 AND 27 LYING WEST OF A LINE 67 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 8 IN COOK COUNTY, ILLINOIS.

Commonly known as 5201 N. Ashland Avenue, Chicago, IL
PINS: 14-08-122-019 and 14-08-122-018

LOT 7 AND THE SOUTH 5 FEET OF LOT 8 (EXCEPT THAT PART TAKEN FOR WIDENING OF ASHLAND AVENUE) IN THE SUBDIVISION OF LOT 2 IN BLOCK 1 IN ANDERSONVILLE, A SUBDIVISION OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 7 AND THAT PART WEST OF GREEN BAY ROAD OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 5147 N. Ashland Avenue, Chicago, IL
PIN: 14-08-300-003-0000

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said MORTGAGE being recorded in the Recorder's Office of Cook County, Illinois on August 12, 1991 as Document Number 91407768;

WHEREAS, the BANK executed and delivered to the BORROWER a Partial Release (hereinafter referred to as "PARTIAL RELEASE") dated November 11, 1993, remising, conveying, releasing and quitting claim to only that part of the real estate located in Cook County, State of Illinois, legally described as follows:

LOT 7 AND THE SOUTH 5 FEET OF LOT 8 (EXCEPT THAT PART TAKEN FOR WIDENING OF ASHLAND AVENUE) IN THE SUBDIVISION OF LOT 2 IN BLOCK 1 IN ANDERSONVILLE, A SUBDIVISION OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 7 AND THAT PART WEST OF GREEN BAY ROAD OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 5147 N. Ashland Avenue, Chicago, IL
PIN: 14-08-100-003-0000

said PARTIAL RELEASE not recorded in the Recorder's Office of Cook County, Illinois as of this date.

WHEREAS, the BANK represents that it is the owner and holder of the NOTE,

WHEREAS, the MORTGAGE represents a first mortgage upon the real estate,

WHEREAS, the BORROWER certifies that it is the owner of the said real estate and that there are no liens or encumbrances (except for real estate taxes not yet due) or mortgages on the real estate and improvements except in favor of the BANK.

WHEREAS, the parties hereto wish to reduce the rate of interest as provided in the said NOTE, to affirm that the NOTE as so amended is secured by the lien of the said MORTGAGE, and to confirm that all references to the NOTE and underlying indebtedness in the said MORTGAGE shall henceforth stand as reference to the NOTE and underlying indebtedness as hereby amended;

NOW THEREFORE, for valuable consideration of the mutual benefits of the parties hereto, the receipt of which is hereby mutually acknowledged, the parties hereto agree as follows:

1. That the BANK hereby agrees that wherever the interest rate of "9.8750%" appears in said NOTE that it be changed to read: "1.00% in addition to the Prime Rate. Prime Rate shall mean that rate of interest per year announced from time to time by Mortgagee called its prime rate, which may not at any time be the lowest rate charged by Mortgagee. Changes in the rate of interest on the note resulting from a change in the Prime Rate shall take effect on the date set forth for the change in the Prime Rate," and the BORROWER agrees that it will pay the holder of the NOTE or to its order the remaining principal sum of \$615,210.15 or the amount outstanding and interest accruing from and after November 23, 1993 on the balance of principal remaining from time to time unpaid at the rate of 1.00% in addition to Prime Rate per annum in installments as follows:

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\$6,408.00 principal, plus accrued interest on the tenth day of December, 1993, and on the tenth day of each month thereafter until the NOTE is fully paid, except

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

Dated November 23, 1993 Under Trust No. 35734

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.

Its: President

Its: Vice President

Attest: Nancy A. Black

Its: Assistant Secretary

Northern Trust Bank/O'Hare N.A.

By: Diana W. Welles
Diana W. Welles

Its: Commercial Banking Officer

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THIS INSTRUMENT ATTACHED HEREIN AND MADE A PART HEREOF

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STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Vera H. Nelson personally known to me to be the President of Nelson Funeral Homes, Inc., whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument of writing as President of said corporation, 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 and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 24th day of November, 1993

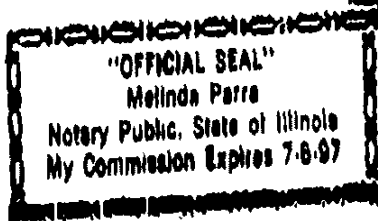


[Signature]
Notary Public

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Bek personally known to me to be the Vice President of LaSalle National Trust, and Nancy A. Stack, personally known to me to be the Assistant Secretary of said corporation, 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 of writing as Vice President and Assistant 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, and deed of said corporation, for their uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2nd day of December, 1993



[Signature]
Notary Public

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Diana W. Welles, personally known to me to be the Commercial Banking Officer of Northern Trust Bank/O'Hare N.A., whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument of writing as Commercial Banking Officer 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, and deed of said corporation, for their uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of November, 1993



[Signature]
Notary Public

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