

# UNOFFICIAL COPY

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## MODIFICATION AGREEMENT

This Modification Agreement, dated this 15th day of October, 1991, is by and between NBD Bank, successor by merger to Countryside Bank, a State Banking Association, whose address is 55 E. Euclid, Mt. Prospect, IL 60056 (hereinafter referred to as "Mortgagee"), NBD Bank, Trust Company of Illinois, successor Trustee to First National Bank of Mount Prospect, not personally but as Trustee under Trust Agreement dated 11/6/75 and known as Trust #1/T-556 (hereinafter referred to as the "Mortgagor", each such reference to Mortgagor herein being to such trustee solely in its capacity as trustee and not personally or individually), and L. Charles Druhot and Edwina Druhot (hereinafter collectively referred to as "Borrowers").

Whereas, one or more of the parties hereto are signatories of the following documents (hereinafter collectively referred to as "Loan Documents"):

(1) Installment Note (hereinafter referred to as the "Note") dated January 3, 1984 in the principal amount of \$335,000.00;

(2) Mortgage dated January 3, 1984, executed by the Trustee in favor of Lender given as security for the Note, recorded on January 11, 1984 in Cook County as Document No. 3350218 (hereinafter referred to as "Mortgage"), pertaining to the following described premise:

Lot A in Druhot's Resubdivision of Lot 1 and the North 25.0 feet of Lot 2 in Ethel Busse's Subdivision, being a Subdivision of part of the East Half (1/2) of the Northwest Quarter (1/4) of Section 12, Township 41 North, Range 11, East of the Third Principal Meridian, according to Plat of Druhot's Resubdivision registered in the Office of the Registrar of Titles of Cook County, Illinois, on November 4, 1977, as Document Number 2979357.

Lot Two (except the South 270 feet thereof, and except the North 25 feet thereof) (2) in Ethel Busse's Subdivision, part of the East Half (1/2) of the Northwest Quarter (1/4) of Section 12, Township 41 North, Range 11, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 7, 1959, as Document Number 1871841.

Common Address: 113 E. Prospect Avenue, Mt. Prospect, IL  
Permanent Index No. 08-12-122-031-0000 & 08-12-121-057-0000

(3) Assignment of Rents dated January 3, 1984 and recorded in Cook County on January 11, 1984, as Document No. 3340219, pertaining to the Mortgaged Premises;

Prepared by  
NBD Bank  
One NBD Bank Plaza  
Mt. Prospect, IL 60056

3150

266221-1-8-86  
RECORDING  
COOK COUNTY RECORDS  
10-1-1992

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82-257  
TITLE SERVICES  
P.O. # 1 De Pau 9349884  
P.O. # 2 De Pau 9349885

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(4) Collateral Assignment of Beneficial Interest for Collateral Security dated January 3, 1984, assigning 100% of the beneficial interest in and to NBD Trust Company of Illinois, successor trustee to First National Bank of Mount Prospect, as Trustee under Trust #LT-556 from Guarantors to Mortgagee, given as additional security for the Note.

(5) Assignment of Rights under an Installment Agreement for Deed dated January 3, 1984, executed by the Borrower in favor of the Lender;

(6) Guaranty of Payment dated January 3, 1984, executed by the Borrowers in favor of Lender;

(7) Extension Agreement dated July 15, 1992, executed by the Borrowers in favor of Lender;

(8) Extension Agreement dated January 15, 1993, executed by the Borrowers in favor of Lender;

Whereas, the Parties to this Agreement desire to modify the terms of the Loan Documents to provided for a new final maturity and new payment amount, as specifically described hereinbelow; and

Whereas, the Parties to this agreement desire to reconfirm all other terms set forth in the Loan Documents & in any and all other documents executed in connection with the herein referenced loan.

Now Therefore, in consideration of Ten and 00/100th Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Loan Documents are hereby amended to provide that the entire indebtedness evidenced by the Loan Documents as amended, if not sooner paid, is due and payable on the 15th day of June, 1994.

2. The Loan Documents are hereby further amended to provide that the payments of \$2,913.23 are changed to \$3,424.93 beginning December 15, 1993.

3. Except as herein provided, the loan documents shall remain in full force and effect, specifically, payments shall continue to be made on the 15th day of each month as provided in the loan documents.

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4. This modification Agreement is executed by NBD Trust Company of Illinois, successor trustee to First National Bank of Mount Prospect, as Trustee, not individually but as trustee under Trust Agreement dated November 6, 1975 and known as Trust No. IT-556. Insofar as the liability of NBD Trust Company of Illinois is concerned, this Modification Agreement is enforceable only against, and any claims hereon are payable only out of any trust property which may be held thereunder. Any and all personal liability of NBD Trust Company of Illinois hereunder is hereby expressly waived by the parties and their respective heirs, successors and assigns.

In Witness whereof, the parties executed this Modification Agreement on the date first above written.

NBD Bank, successor by merger to  
COUNTRYSIDE BANK

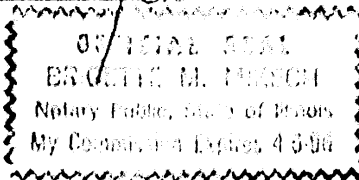
By: [Signature]  
And: Thomas A. O'Grady

State of Illinois )  
                                  ) SS.  
County of Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John M. Toane of NBD BANK successor by merger to COUNTRYSIDE BANK, and Thomas A. O'Grady thereof, personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10 day of January, 1994.

NOTARY PUBLIC



State of Illinois )  
                                  ) SS.  
County of Cook )

[Signature]  
L. Charles Druhot

[Signature]  
Edwina Druhot

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

DATED October 15, 1993 UNDER TRUST NO. LT-0556 MP

This instrument is executed by NBD Bank, Successor Trustee to NBD Trust Company of Illinois, not personally but as Trustee under Trust No. LT-0556 MP, 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 executed 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 exculpatory rider and the provisions of the document to which it is attached, the provisions of this Rider shall govern.

NBD Bank, Successor Trustee to NBD Trust Company of Illinois, under Trust No. LT-0556 MP and not individually

By Annette N. Brusca  
Assistant Trust Officer

ATTEST:

Patricia A. Dunleavy  
Assistant Trust Officer

931122992

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

I, Joan Wilson, a Notary Public in and for said County in the State aforesaid, do hereby certify that Annette N. Brusca, Assistant Trust Officer of NBD Bank, and Patricia A. Dunleavy, Assistant Trust Officer personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes herein set forth, and the said Assistant Trust Officer did also then and there acknowledge that he/she as custodian of the corporate seal of said Corporation did affix the said corporate seal of said corporation to said instrument as his/her own 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 31st day of January A.D. 19 94

"OFFICIAL SEAL"  
JOAN WILSON, Notary Public  
Cook County, State of Illinois  
My Commission Expires 2/3/98

Joan Wilson  
Notary Public

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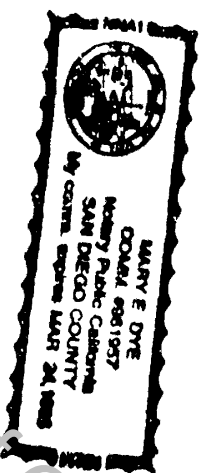
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of CALIFORNIA

County of SAN DIEGO

On JAN 25 1994 before me, MARY E. DYE }  
DATE

personally appeared L. CHARLES DRUHOT & EDWINA DRUHOT }  
personally known to me - OR -  proved to me on the basis of satisfactory evidence  
NAME, TITLE OF OFFICER - E.G. JUDGE, DEE, NOTARY PUBLIC.  
NAME(S) OF SIGNER(S) EDWINA DRUHOT



to be the person(s) whose name(s) is/are known to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), if he entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Mary E. Dye  
SIGNATURE OF NOTARY

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent falsification of this form.

TITLE OR TYPE OF DOCUMENT OPTIONAL SECTION

NUMBER OF PAGES 4

SIGNER(S) OTHER THAN NAMED ABOVE NO OTHER SIGNATURE

DATE OF DOCUMENT NO DATE

MODIFICATION AGREEMENT

**OPTIONAL SECTION**

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

INDIVIDUAL

CORPORATE OFFICER(S)

PARTNER(S)  LIMITED  GENERAL

ATTORNEY-IN-FACT  TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)