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WATER TOWER BANK is successor in interest to Harris Bank, and all references herein to Harris Bank shall be deemed to refer to Water Tower Bank, a corporation organized under the laws of the State of Illinois.

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## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of November 1, 1993, by and among Harris Trust and Savings Bank, a corporation of Illinois, as Trustee under a Trust Agreement dated August 23, 1991, and known as Trust No. 94964 (the "Mortgagor"), Richard E. Costello and Madeleine Costello (the "Beneficiaries"), and WATER TOWER BANK, an Illinois corporation (the "Bank");

RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON 10/21/94 AT 11:44:00 AM. BOOK 100001, PAGE 254528

### WITNESSETH:

WHEREAS, the Mortgagor and the Beneficiaries heretofore executed and delivered to the Bank the following documents (collectively, the "Documents"):

- (i) Mortgage dated March 24, 1992, from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 9219882

in order to secure a loan from the Bank to the Mortgagors (the "Loan") in the original principal amount of \$ 67,000.00 (current balance \$ 48,250.00); and

WHEREAS, the Loan is evidenced by the Promissory Note from the Mortgagors to the Bank dated January 11, 1994, (the "Note") and, prior to the execution and delivery of the Note, the Loan was evidenced by one or more prior notes from the Mortgagors to the Bank, including without limitation the following:

Permanent Tax Index Number(s):

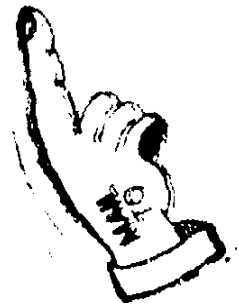
17-10-105-014-1181

This Instrument Prepared by and to be Returned After Recording to:

Frances A. Kieper  
Water Tower Bank  
717 N. Michigan Avenue  
Chicago, Illinois 60611

Address of Premises:

101 E. Huron  
Unit #4201  
Chicago, Illinois 60611



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Notes or the Documents, except as expressly provided herein; (iii) acknowledge and agree that the Bank has not heretofore waived any default or event of default under any of the Notes or the Documents, or any rights or remedies under any of the Notes or the Documents; and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their obligations under the Notes or the Documents as modified and amended herein. All references in the Notes or the Documents to any one or more of the Notes or the Documents shall be deemed to refer to the Note, each of the Notes or the Documents, as the case may be, as modified and amended by this Agreement.

Section 5. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor hereby certifies and represents, and the Beneficiaries hereby certify, represent and warrant to the Bank that all certifications, representations and warranties contained in the Notes and the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 6. Entire Agreement. This Agreement sets forth all of the Covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understanding, either oral or written, between them other than as are herein set forth.

Section 7. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 8. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9. Amendments, Changes and Modification. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 10. Construction.

(a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

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(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 11. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 13. Execution by Mortgagor. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Mortgagor, while in form purporting to be the representations, covenants, undertakings and agreements of the Mortgagor are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by LaSalle National Trust, N.A., as successor to LaSalle National Bank, in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against LaSalle National Trust, N.A., as successor to LaSalle National Bank, on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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1. Promissory Note dated January 11, 1992 ; and  
in the amount of \$42,000.00
2. Promissory Note dated July 18, 1992 ; and  
in the amount of \$25,000.00
3. Promissory Note dated January 11, 1993 ; and  
in the amount of \$58,250.00

WHEREAS, the Note and all prior notes evidencing the Loan are referred to herein collectively as the "Notes"; and

WHEREAS, each of the Notes recites that it is secured by, among other things, the Documents; and

WHEREAS, the Documents encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; and

WHEREAS, the parties desire to confirm of record that the Documents secure the Loan, the Notes and any extensions, replacements, substitutions, modifications and amendments of the Notes, as more fully provided for herein; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

Section 2. Documents to Secure Notes. The Mortgagor and the Beneficiaries hereby acknowledge and confirm that each of the Documents secures the Loan and the Notes, and any extensions, replacements, substitutions, modifications and amendments of the Notes. Each of the Documents is hereby modified and amended accordingly to recite that it secures the Loan and the Notes, and any extensions, replacements, substitutions, modifications and amendments of the Notes.

Section 3. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the original Note making reference to the fact that such attachment has been made.

Section 4. Note and Documents to Remain in Effect. Confirmation of Obligations; References. The Note and the Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. The Mortgagor and the Beneficiaries hereby (i) confirm and reaffirm all of their obligations under the Notes and the Documents as modified and amended herein; (ii) acknowledge and agree that the Bank, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Notes or the Documents, or any rights or remedies under any of the

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

HARRIS TRUST AND SAVINGS BANK,  
a corporation of Illinois, as Trustee aforesaid and not personally

By: Martin S. Edman

Title: Vice President

(SEAL)

Attest: [Signature]

Title: TRUST OFFICER

COLE TAYLOR BANK is successor Land Trustee to Harris Bank and all references within this instrument to Harris Bank shall be deemed to refer to Cole Taylor Bank as if so written.

Mortgagors:

By: [Signature]  
Richard E. Costello

By: [Signature]  
Madeleine Costello, his wife

By: [Signature]  
Richard E. Costello, President of the Creative Works, Inc.

WATER TOWER BANK

By: [Signature]

Title: Vice President

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