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## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of June 1, 1995, by and among LaSalle National Trust, N.A., as Trustee under a Trust Agreement dated May 2, 1990, and known as Trust No. 115283 ("Trust"), Nicholas Cuda, James T. Bielorz and Anthony Cuda ("Beneficiaries"), Nicholas Cuda, James T. Bielorz and Anthony Cuda ("Individual Guarantors"), and LaSalle Northwest National Bank, a National Banking Association, ("Bank").

DEPT-01 RECORDING \$33.50  
142222 TRAN 1585 06/30/95 12:01:00  
43981 KB \*-95-423233  
COOK COUNTY RECORDER

### WITNESSETH

WHEREAS, the parties indicated below heretofore entered into the following documents (collectively the "Documents"):

- A. Promissory Note from the Trust to Bank in the amount of \$678,000 dated as of May 16, 1990; 95423233
- B. Mortgage dated May 16, 1990 from Borrowers to the Bank in the principal amount of \$678,000 ("Mortgage") recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 25, 1990, as Document No. 90246782.

Permanent Index Numbers: 14-32-314-033, 14-32-315-019  
and 14-32-315-020.

Premises located at 1400 W. North Avenue, Chicago, Illinois 60522 ("Premises").

- C. Guaranty dated as of May 16, 1990 from the Beneficiaries and Individual Guarantors to the Bank;
- D. Assignment of Rents and Leases dated as of May 16, 1990, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 25, 1990, as Document No. 90246783.

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- E. Assignment of Beneficial Interest for Collateral Security dated as of May 16, 1990 from the Beneficiaries to Bank;
- F. Environmental Indemnity Agreement dated as of May 16, 1990 from the Beneficiaries and the Individual Guarantors to the Bank; and
- G. Letter of Direction dated as of May 16, 1990 from the Beneficiaries to Bank.

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 make certain modifications and amendments to the Documents, as more fully provided for herein;

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:

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

2. Modifications. The documents are hereby modified and amended as follows:

(a) The Final Payment Date is extended to September 1, 1995;

(b) From June 2, 1995 through the Final Payment Date, as amended, the Interest Rate shall be nine percent (9%).

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

4. Documents to Remain in Effect. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein.

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5. Confirmation of Obligations. The Trust, Beneficiaries, and Individual Guarantors hereby confirm and reaffirm all of their obligations under the Documents, as modified and amended herein.

6. References. All references in the Documents to any one or more of the Documents, or to the "Loan Documents", shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as modified and amended by this Agreement.

7. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Trust hereby certifies and represents, and the Beneficiary and the Individual Guarantors hereby certify, represent and warranties contained in 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.

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

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

10. 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.

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

12. Construction.

(a) The words "hereof", "herein", "hereunder" and other words of a similar import refer to this Agreement as a whole

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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.

(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.

13. 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.

14. 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.

15. Execution by Trust. 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 Trust, while in form purporting to be the representations, covenants, undertakings and agreements of the Trust 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. 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. 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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IN WITNESS WHEREOF, LaSalle National Trust, N.A., not personally, but as Trustee aforesaid, has caused these presents to be signed by one of its Vice Presidents, or Assistant Vice Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LaSalle National Trust, N.A. not personally, but as Trustee under Trust Dated May 2, 1990 and known as Trust No. 115283

By: *Anthony Cuda*  
As Vice President

Attest:

*William P. ...*  
Assistant Secretary

*Nicholas Cuda*  
Nicholas Cuda

*James T. Bielez*  
James T. Bielez

*Anthony Cuda*  
Anthony Cuda

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF THE PREMISES

lots 36 to 43, both inclusive, in lot or Block 1 in Chicago Distillery Company's Subdivision of Block 19 in Sheffield's Addition to Chicago in Sections 31 and 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said premises more commonly known as: 1400 W. North Avenue, Chicago, Illinois 60622.

P.I.N.: 14-32-314-033, 14-32-315-019 and 14-32-315-020.

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10/15/2001

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