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WJBY
Account 1637

PREPARED BY:
Michael S. Silverstein
(CLOS Center)

WHEN RECORDED RETURN TO:

NBD BANK
7501 Lemont Road
Woodridge, Illinois 60317
ATTN: Angela A. Papeo

DEPT-01 RECORDING 127.50
140001 TRAN 9162 08/07/95 09:49:00
12666 + CG * 95-517074
COOK COUNTY RECORDER



MORTGAGE MODIFICATION AGREEMENT

INTEREST ONLY

This Mortgage Modification Agreement (the "Agreement") is made and entered into this 10th day of July, 1995, by and between NBD Bank, an Illinois banking corporation, having its principal office at 211 South Wheaton Avenue, Wheaton, Illinois 60187 (herein the "Mortgagee"), and NBD Bank as Successor Trustee to NBD Trust Company of Illinois, not personally but as Trustee under a Trust Agreement dated October 2, 1992 (herein the "Mortgagor") whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187.

WITNESSETH

Whereas, Mortgagee has previously extended credit to William S. Tong (the "Borrower"), which indebtedness was evidenced by a certain Time Revolving Business Loan Note dated October 11, 1994 executed and delivered by the Borrower to the Mortgagee in the original principal amount of Two Hundred Thirty Thousand and 00/100 Dollars (\$230,000.00) (the "Time Note"); and

Whereas, to secure the indebtedness evidenced by the Time Note, Mortgagor has executed and delivered to the Mortgagee that certain Mortgage (the "Mortgage") dated November 2, 1992 recorded December 17, 1992 with the Office of the Cook County Recorder of Deeds as Document Number 92954059, on the Real Estate legally described therein as follows:

LOT 27 IN BISSELL'S SUBDIVISION OF THE EAST HALF OF THE NORTH HALF OF BLOCK 8 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS (the "Premises").

Commonly known as 3151 Emerald Street, Chicago, Illinois

Tax Parcel Identification Number: 17-33-101-018-0000

And, whereas the Mortgagor and the Mortgagee are both desirous of amending the Mortgage to modify, among other things, the indebtedness which the Mortgage secures as set forth below:

Now, Therefore, in consideration of the mutual covenants and conditions contained herein, Mortgagee and Mortgagor agree to amend the aforesaid Mortgage as follows:

1. That paragraph describing the debt which the Mortgage secures is hereby amended in its entirety to read as follows:

This Mortgage secures the following (the "Debt"):

- (i) The Revolving Business Credit Note dated July 10, 1995 (the "Revolving Note") in the principal amount of \$240,000.00, maturing on June 30, 1996 executed and delivered by the Borrower to the Mortgagee with interest at the per annum rate of one percent (1.0%) above the rate announced from time to time by the Bank as its "prime" rate (the "Note Rate"), which rate may not be the lowest rate charged by the Bank to any of its customers, until maturity, and at the rate of 3% per annum above the Note Rate on overdue principal from the date when due, whether by acceleration or otherwise, until paid; and

including any extensions, renewals, modifications or replacements without limit as to number or frequency (the "Debt").

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2. The paragraph entitled Limitation on Amount Secured by Mortgage is amended in its entirety to read as follows:

Notwithstanding anything to the contrary contained in the Mortgage, the amount secured by this Mortgage shall not exceed the principal sum of \$240,000.00 at any one time outstanding.

It is further agreed as between the Mortgagor and the Mortgagee that neither the Mortgage or other security given to secure the Revolving Note, shall in any way be prejudiced by this Agreement, said Mortgage being intended to be modified only to the extent therein and herein mentioned and said Mortgage to continue and remain in full force and effect. The parties hereto hereby ratify, adopt and confirm their respective covenants, agreements and conditions as set forth in the Mortgage as modified by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

MORTGAGOR:

NBD BANK, an Illinois banking corporation

By: Angela A. Papeo
Angela A. Papeo, Commercial Loan Officer

MORTGAGOR:

NBD Bank as Successor Trustee to NBD Trust Company of Illinois not personally, but as Trustee under a Trust Agreement dated October 2, 1992, and known as Trust Number 5511-WH

By: Donna M. Saelinger
Donna M. Saelinger Trust Officer
Printed Name Title

By: Raymond C. Odom
Raymond C. Odom Second Vice President
Printed Name Title

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EXONERATION PROVIDED BY SIGNING
ANY LIABILITY OF NBD BANK ATTACHED
HERETO IS HEREBY EXPRESSLY MADE A
PART HEREOF.

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State of Illinois)
) SS * / NBD Trust Company of Illinois
County of Du Page)

I, the undersigned, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donna M. Saclinger of NBD Bank, Successor Trustee to * / _____ a _____ corporation (corporation) (~~association~~) and Raymond C. Odom of said corporation (~~association~~) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Second Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth; and the said Second Vice President did also then and there acknowledge that he, as custodian of the corporate seal of said (corporation) (~~association~~), affixed the said corporate seal of said (corporation) (~~association~~) to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said (corporation) (~~association~~), as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal this 14th day of July, 19 95

My Commission Expires: 3-6-99

Victoria L. Kennedy

OFFICIAL SEAL
Victoria L. Kennedy
Notary Public, State of Illinois
My Commission Expires 3-6-99

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Angela A. Papeo, is the Commercial Loan Officer of NBD BANK, an Illinois Banking Corporation, thereof is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, and the free and voluntary act of NBD Bank for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of July, 1995

My Commission Expires: Aug 7, 1998

Charles Well

_____, Notary Public
_____, Notary Public

Michael S. Silverstein/2684
NBD 141-2922 10/94

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RIDER ATTACHED TO AND MADE A PART OF
MORTGAGE MODIFICATION AGREEMENT

DATED 7/10/95 UNDER TRUST NO. 5511-WH

This instrument is executed by NBU Bank, Successor Trustee to NBU Trust Company of Illinois, not personally but as trustee under trust No. 5511-WH 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 NBU Bank, are undertaken by it solely as trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against NBU Bank, by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said NBU 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 NBU 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 NBU 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 NBU 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.

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