

UNOFFICIAL COPY

PREPARED BY:

Edward F. Miller
(CLOS Center)

WHEN RECORDED RETURN TO:

NBD BANK
8001 North Lincoln Avenue
Skokie, Illinois 60077
ATTN: Steven J. McCabe



COOK COUNTY
RECORDER
JESSE WHITE
SKOKIE OFFICE

0001
RECORDING # 29.00
MAILINGS # 0.50
95592937 #
08/31/95 0016 MCH 13:38



Second Note and Mortgage Modification Agreement

This Agreement (hereinafter the "Agreement") is made and entered into as of the 15th 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"), NBD Bank, not personally, but as Trustee under a Trust Agreement dated February 16, 1990, and known as Trust Number 52772-SK (herein the "Mortgagor"), and Mary Catherine Jansen, Ann Marie Lies-Wintheiser, Gerard Francis Lies, Mary Patricia Lies, and A. Michael Lies (herein collectively the "Guarantors").

WITNESSETH

Whereas, the Mortgagor has previously executed and delivered to NBD Skokie Bank, N.A., a national banking association, having its principal office at 8001 North Lincoln Avenue, Skokie, Illinois 60077 a certain Mortgage Note dated April 3, 1990 (the "Note") in the original principal amount of \$250,000.00 and due April 15, 1995 (the "Maturity Date"); and

Whereas, to secure the indebtedness evidenced by the Note, the Mortgagor has executed and delivered to the Mortgagee, a Mortgage and a Collateral Assignment of Lease(s) and Rent(s), each dated April 3, 1990 and Recorded with the Recorder of Deeds of Cook County on April 12, 1990 as Document No's. 90166341 and 90166342 respectively, on Real Estate legally described therein as follows:

PARCEL 1: LOTS 46 AND 47 IN BLOCK 2 IN CIRCUIT COURT PARTITION OF LOTS 2 TO 11, INCLUSIVE, 13 TO 18 INCLUSIVE, IN WILLIAM LILL ADMINISTRATOR'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART FALLING WITHIN LOTS 5 AND 6 OF COUNTY CLERK'S DIVISION) ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1915 AS DOCUMENT NUMBER 5731200; ALSO

PARCEL 2: LOTS 1 AND 2 IN BLOCK 2 IN CIRCUIT COURT PARTITION OF LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, AND 18 IN WILLIAM LILL ADMINISTRATOR'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PORTION THEREOF FALLING WITHIN LOTS 5 AND 6 OF THE COUNTY CLERK'S DIVISION OF SECTION 28 AFORESAID IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5035 W. OAKTON STREET, SKOKIE, IL 60077

PERMANENT INDEX NO.: 10-28-200-027-0000; 10-28-200-028-0000; 10-28-200-044-0000

Whereas, NBD Skokie Bank, N.A., was holder of the Mortgage, the Collateral Assignment of Lease(s) and Rent(s), and the Note; and

Whereas, the Note, Mortgage and Collateral Assignment of Lease(s) and Rent(s) were subsequently sold, assigned and transferred by NBD Skokie Bank, N.A. to the Mortgagee as follows: the Mortgage having been assigned by that certain Assignment of Mortgage dated the 26th day of January, 1993 and recorded with the Recorder of Deeds of Cook County, Illinois on January 26, 1993 as Document Number 93285460 and the Collateral Assignment of Rent(s) and Lease(s) having been assigned by that certain Assignment of Assignment of Rents and Leases dated the 26th day of January, 1993 and recorded with the Recorder of Deeds of Cook County, Illinois on January 26, 1993, as Document Number 93285441; and

Whereas, the Note and Mortgage have previously been amended pursuant to that certain Note and Mortgage Modification Agreement dated April 15, 1995 and recorded with the Cook County Recorder on June 13, 1995 as Document No. 95381110 (the "First Modification Agreement") wherein the Mortgagee had agreed to extend the Maturity Date of the Note and the repayment of the indebtedness thereunder to July 15, 1995; and

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Whereas, the Mortgagor has requested of the Mortgagee, amongst other things, a re-advance to the Mortgagor of Forty Four Thousand Eight Hundred Seventy Three and 68/100 Dollars (\$44,873.68) under the terms of and to be evidenced by the Note and to further extend the time of repayment of the new unpaid Two Hundred Thousand and No/100 Dollar (\$200,000.00) principal balance of the Note, and the Mortgagee has agreed to re-advance said amount under the terms of the Note and further extend the maturity of the Note and the repayment of the indebtedness evidenced thereby provided the Mortgagor agrees to execute and deliver this Agreement.

Now, Therefore, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender do hereby agree as follows:

1. The Maturity date of the Note and Mortgage is hereby extended from July 15, 1995 to July 15, 2000.
2. The interest rate shall be 3/4% per annum 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 whether by acceleration or otherwise, and at the rate of 3% per annum above the Note Rate on overdue principal from the date when due until paid. Each change in the "prime" rate will immediately change the Note Rate.
3. The Mortgagor agrees to make 59 consecutive monthly installments of \$2,380.95 plus interest, commencing on August 15, 1995 with the principal balance of the note plus accrued interest remaining unpaid due on July 15, 2000.

Except where the context otherwise may require, it is agreed that the terms "Trust 52772-SK", "Mortgagor" and "Assignor" when used and appearing in the Note, Mortgage, Assignment of Mortgage, Collateral Assignment of Lease(s) and Rent(s), Assignment of Assignment of Leases and Rents, Note and Mortgage Modification Agreement, and this Agreement shall be construed as and mean NBD Bank, not personally, but as Trustee under a Trust Agreement dated April 6, 1990 and known as Trust Number 52772-SK.

Except where the context otherwise may require, it is agreed that the terms "Bank", "Mortgagee" and "Assignee" when used and appearing in the Note, Mortgage, Assignment of Mortgage, Collateral Assignment of Lease(s) and Rent(s), Assignment of Assignment of Leases and Rents, Note and Mortgage Modification Agreement, and this Agreement shall be construed as and mean NBD Bank, by assignment from NBD Skokie Bank, N.A..

It is further agreed as between the Mortgagor and the Mortgagee that neither the repayment of the indebtedness evidenced by the Note, nor the obligations of the Mortgagor thereunder, nor the Mortgage or other security given to secure same, shall in any way be prejudiced by this Agreement, said Note, Mortgage, Assignment of Mortgage, Collateral Assignment of Lease(s) and Rent(s), Assignment of Assignment of Leases and Rents, Note and Mortgage Modification Agreement, 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 ratify, adopt and confirm their respective covenants, agreements and conditions as set forth in the Note and Trust Agreement as modified by this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Loan Modification Agreement the day and year first above written.

MORTGAGEE:

NBD BANK

By:

Steven J. McCabe
Steven J. McCabe, Commercial Loan Officer

MORTGAGOR:

NBD Bank, not personally, but as
Successor Trustee to NBD Trust Company
of Illinois under a Trust Agreement dated
February 16, 1990 and known as Trust
Number 52772-SK

By:

Joseph F. Sochacki
Joseph F. Sochacki, Trust Officer

Printed Name Title

GUARANTORS:

Mary Catherine Jansen
Mary Catherine Jansen

Ann Marie Lies-Wintheiser
Ann Marie Lies-Wintheiser
POWER OF ATTORNEY

By:

David Rosenfeld
David Rosenfeld, Asst. Vice Pres.

Printed Name Title

Gerard F. Lies
Gerard F. Lies

M. Patricia Lies
M. Patricia Lies

A. Michael Lies
A. Michael Lies

This instrument is executed by NBD BANK, not individually but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by NBD BANK are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD BANK by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

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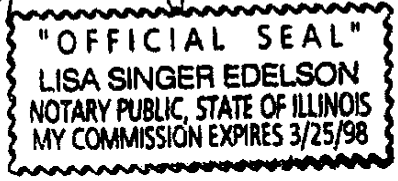
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Steven J. McCabe a Commercial Loan Officer of NBD BANK, an Illinois banking corporation who 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 and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 1994.

My Commission Expires: 3/25/98

Lisa Singer Edelson Notary Public



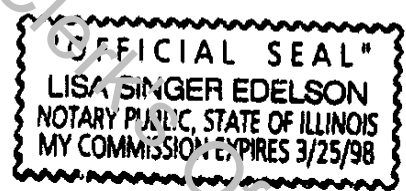
STATE OF ILLINOIS)
) S.
COUNTY OF COOK)

I, Lisa Singer Edelson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph F. Sochacki of NBD Bank a Illinois Banking corporation (corporation) (~~association~~) and David Rosenfeld 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 Asst. 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 Asst. Vice President did also there 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 notarial seal this 17th day of August, 1995.

My Commission Expires: 3/25/98

Lisa Singer Edelson Notary Public



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5/15/2009

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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 M. Patricia Lies personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 1994.

My Commission Expires: 3/25/98

Lisa Singer Edelson Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

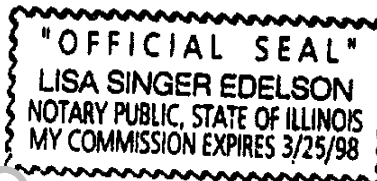


I, the undersigned, a Notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that A. Michael Lies personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 1994.

My Commission Expires: 3/25/98

Lisa Singer Edelson Notary Public



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