

AGREEMENT dated as of June 7, 1995 between Bank One, Chicago, NA not personally, but as Trustee under Trust Agreement dated May 1, 1995 and known as Trust No. M-11205* 95658682

DEPT-01 RECORDING corporation, \$25.50
TRAN 0852-09/28/95 12:46:00
#8628 & RC # -95-658682
COOK COUNTY RECORDER
d/b/a 95658682 a a limited partnership,

Mortgagor(s): Bank One, Chicago, NA ("Bank"); and ("Guarantor" or "Guarantors")

RECITALS GO/100
A. Mortgagor is indebted to Bank in the principal sum of Two Million Five Hundred Thousand and Dollars (\$ 2,500,000.00) as evidenced by a Mortgage Note ("Note") dated as of February 21, 1991, which Note is secured in part by a Mortgage ("Mortgage"), and Assignment of Rents applicable to the property commonly known as 52-28 W. Elm & 1153-61 N. Dearborn, Chicago, legally described on Exhibit A attached hereto, which document(s) were) recorded with the COOK County Recorder of Deeds as Document Number(s) 91-084293 (and 91-084294 respectively) on February 22, 1991
B. Said Note is also secured by the Guaranty of Payment and Performance dated as of _____, executed by the Guarantor(s).
C. Mortgagor () and Guarantor(s) has/have requested an additional loan in the amount of _____ Dollars (\$ _____) an extension of the maturity date of the Note from March 1, 1996 to June 7, 1997
D. Bank is willing to grant such request pursuant to the terms and provisions of this Agreement and the Promissory Note dated June 7, 1995 in the principal sum of One Million Eight Hundred Thousand and Dollars (\$ 1,800,000.00) which bears interest due and payable at the rate specified therein, ("Replacement Note"). 00/100 DEPT-10 PENALTY \$22.00

AGREEMENTS
W. THEREFORE, in consideration of the above Recitals, the parties hereto do hereby acknowledge and agree as follows:
1. Mortgagor () and Guarantor(s) does/do hereby acknowledge that the Mortgage (Assignment of Rents), (Guaranty) and other applicable Security Documents are in full force and effect.
2. The Mortgage, (Assignment of Rents) and other Security Documents are hereby modified to provide that such instruments continue as collateral security for repayment of the Replacement Note.
3. Guarantor(s) (do) (does) hereby reaffirm and ratify the Guaranty.
4. In all other respects, the Mortgage, (Assignment of Rents) and other applicable Security Documents are hereby ratified and reaffirmed.
5. In the event the Mortgagor executing this Agreement is an Illinois land trust, this Agreement is executed by the Mortgagor, not personally but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Replacement Note shall be construed as creating any liability on the Mortgagor personally to pay the Replacement Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Agreement or the security documents referred to herein, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Bank and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, the legal holder or holder of the Note or Replacement Note and owner or owners of any indebtedness secured hereby shall look solely to the Premises and Collateral referred to herein and to any other security given at any time to secure the payment thereof.
Dated at Evanston Illinois as of the date first above written *As successor by merger with Bank One, Wilmette, NA, formerly known as First Illinois Bank of Wilmette, As Trustee under Trust Agreements MORTGAGOR, dated December 23, 1986 and known as Trust Nos. TWB-0603, TWB-0604, TWB-0605, TWB-0606,

Re-Recorded to correct date of Trust Agreement to May 1, 1995 Partnership (joint venture)
"ATTACHED EXEMPTION RIDER IS INCORPORATED HEREIN"
Bank One, Chicago, NA as Trustee under Trust Agreement dated May 1, 1995 and known as Trust No. M-11205* and not personally
By: Dee K. Greenspan ASSISTANT VICE PRESIDENT & TRUST OFFICER
CORPORATION: Individuals:
a corporation
By: _____
Its: _____

BANK: Bank One, Chicago, NA
By: Bruce W. Kamp Vice President
GUARANTORS: 95658682

STATE OF ILLINOIS COUNTY OF COOK | SS
I, MARTIN F. BABBO, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that BRUCE W. KAMP, V.P. personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he (they) signed, sealed and delivered the said instrument as (her/his/their) free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth.
Given under my hand and seal this 5th day of JUNE, 1995

OFFICIAL SEAL
Martin F. Babbo
Notary Public, State of Illinois
My Commission Expires 2/1/98

STATE OF ILLINOIS COUNTY OF COOK | SS
I, ROBERTA S. DAVIS, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that DEE K. GREENSPAN, Assistant Vice President & Trust Officer personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he (they) signed, sealed and delivered the said instrument as (her/his/their) free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth.
Given under my hand and seal this 7th day of JUNE, 1995

OFFICIAL SEAL
Roberta S. Davis
Notary Public, State of Illinois
Cook County
My Commission Expires 08/08

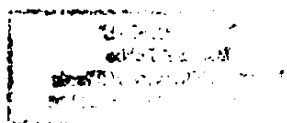
Document prepared by: Martin F. Babbo Bank One, Chicago, NA
Property Tax No: 17-04-407-003 thru - 008 800 Davis Street, Evanston, IL 60201

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Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1:

THE SOUTH 37 FEET OF LOT 10 (EXCEPT THE WEST 69 FEET 4-1/4 INCHES THEREOF) IN WALTER L. NEWBERRY'S SUBDIVISION OF BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 38 FEET 7-1/4 INCHES OF THE SOUTH 37 FEET OF LOT 10 IN WALTER L. NEWBERRY'S SUBDIVISION OF BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO THE EAST 30 FEET 9 INCHES OF THE WEST 69 FEET 4-1/4 INCHES OF THE SOUTH 37 FEET OF LOT 10 IN WALTER L. NEWBERRY'S SUBDIVISION OF BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 9 (EXCEPT THE NORTH 23 FEET THEREOF) AND LOT 10 (EXCEPT THE SOUTH 37 FEET THEREOF) IN BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 23 FEET OF LOT 9 IN BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE SOUTH 1/2 OF LOT 8 IN BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE NORTH 1/2 OF LOT 8 IN BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THE SOUTH 1/2 OF LOT 7 IN BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #'s 17-04-407-003 thru 008

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not 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 nor shall at any time be asserted or enforceable against BANK ONE, CHICAGO, NA on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

BANK ONE CHICAGO, NA
Financial & Trust Services
800 Davis Street
Evanston, Illinois 60201

AS TRUSTEE UNDER TRUST NO. M-11205 AND NOT PERSONALLY.

BY



EDNA W. ROSS
LAND TRUST ADMINISTRATOR

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Clerk's Office

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