

# UNOFFICIAL COPY

95872545

## FIFTH SUPPLEMENT AND MODIFICATION TO TRUST DEED AND INSTALMENT NOTE

This Supplement and Modification to Trust Deed and Instalment Note entered into this 1st day of April 1995, by and between, LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, Successor Trustee to LaSalle Northwest National Bank, formerly known as Northwest National Bank of Chicago as Trustee under a written trust agreement dated January 19, 1988 and known as Trust No. 26-8461-00 (hereinafter referred to as "Borrower") and Chicago Title and Trust Company (hereinafter referred to as "Lender"), as Trustee under the Trust Deed dated February 8, 1988.

DEPT-01 RECORDING 231.00  
 T90014 TRAN 0197 12/15/95 08:33:00  
 46479 : JW \* -95-872545  
 COOK COUNTY RECORDER

### WITNESSETH:

WHEREAS, Borrower is a party to a Note dated February 8, 1988 in the principal amount of Six Hundred Thirty Thousand and no/100 (the "Note") in favor of LaSalle Northwest National Bank formerly known as Northwest National Bank of Chicago (the "Bank"), which Note is secured by the Trust Deed dated February 8, 1988 (the "Trust Deed") which was recorded March 1, 1988 as Document No. 88-089127, and filed March 1, 1988 as Document No. LR3690856, in the County of Cook, State of Illinois; and

\$28.00

WHEREAS, as additional security for the indebtedness evidenced by the Instalment Note, Borrower executed an Assignment of Rents dated February 8, 1988 which was recorded March 1, 1988 as Document No. 88-089127, and filed March 1, 1988 as Document No. LR3690856, in the County of Cook, State of Illinois; and

WHEREAS, Lender did agree to supplement, extend, and modify by advancing additional funds in the amount of \$5,000.00 under the aforementioned Trust Deed and Instalment Note; and

WHEREAS, the Note, the Trust Deed and the Assignment of Rents were modified by the Supplement and Modification Agreement dated March 1, 1993 and recorded with the Cook County Recorder, as Document No. 93-399995, and by the Supplement and Modification Agreement dated September 1, 1993 and recorded with the Cook County Recorder as Document No. 93-962477, and by the Third Supplement and Modification dated March 1, 1994 and recorded with the Cook County Recorder as Document No. 94-385367, and by the Fourth Supplement and Modification dated February 13, 1995 and recorded with the Cook County Recorder as Document No. 95161590; and

95872545

T. 31.50  
 P. 28.00  
 59.50

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

WHEREAS, the principal amount of \$594,803.97 remains unpaid as of the date hereof on the Note; and

WHEREAS, Lender has agreed to modify and extend the aforementioned Trust Deed and Instalment Note on the terms and conditions as set forth herein;

WHEREAS, Borrower recognizes and affirms that the lien of the aforesaid Trust Deed is a valid and subsisting lien on the real property located in Cook County, State of Illinois described in Exhibit "A" attached hereto and incorporated by reference herein;

NOW WHEREFORE, in consideration of the mutual covenants contained herein and upon the express condition that the lien of the Trust Deed and the Instalment Note is a valid and subsisting lien on the premises legally described in Exhibit "A" and on the further condition that the execution of this Supplement and Modification of the Trust Deed and Instalment Note will not impair the lien of said Trust Deed and that it is understood that upon a breach of said conditions or either of them, that this Agreement will not take affect and shall be void;

IT IS HEREBY AGREED AS FOLLOWS.

1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.

2. The Borrower hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Trust Deed and Instalment Note to be performed by Borrower therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Trust Deed.

3. IT IS FURTHER AGREED, HOWEVER, that the Trust Deed and Instalment Note on which there is an outstanding balance of \$594,803.97 and which is due currently to be paid in full no later than April 1, 1995 shall be extended and shall mature on October 1, 1995. Said note will bear interest from the date hereof at a per annum rate of nine percent (9.00%). Principal and interest are payable monthly on the 1st day of each month in monthly installments of Four Thousand Nine Hundred Ninety One and fifty seven one hundreds (\$4,991.57) commencing on May 1, 1995 with a final payment of all unpaid principal and interest due and payable on the 1st day of October 1995. All payments shall be made in lawful money of the United States at the offices of LASALLE NORTHWEST NATIONAL BANK, 4747 West Irving Park Road, Chicago,

95872545

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Illinois, or such other place that the holder may from time to time in writing elect.

4. Said Trust Deed and Instalment Note as supplemented and modified is subject to all the provisions contained in said Trust Deed and Instalment Note and Borrower specifically agrees, recognizes and affirms the Trust Deed and Instalment Note are supplemented and modified to secure the performance of all those covenants, agreements and conditions contained in all the instruments pertaining to the repayment of the Note.

5. Borrower agrees that if a default is made in the payment of any principal or interest in the Note as supplemented and modified when due or if there shall be any other breach or default of the terms, conditions and covenants of the Trust Deed, the Instalment Note, any Guaranty or other instrument securing repayment of the Instalment Note, then the entire principal balance, together with all accrued interest shall at the option of the Lender, as holder of the Note, become due and payable immediately without further notice.

6. All the real property described in the Trust Deed shall remain in all respects subject to the lien, charge and encumbrance of the Trust Deed and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance affected by the Trust Deed except as expressly provided herein.

7. The term "Instalment Note" as used herein shall be construed to mean the Instalment Note and the Instalment Note as extended, supplemented and modified herein or by any other instrument evidencing the indebtedness referred to herein.

8. The original signed copy of this Supplement and Modification shall be duly recorded with the Recorder of Deeds of Cook County, Illinois. This Supplement and Modification together with the original Trust Deed and Instalment Note shall constitute the terms and conditions of the Trust Deed and Instalment Note and be binding upon Borrower and their successors and assigns.

95872545

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

This Supplement and Modification to Trust Deed and Instalment Note is executed by, LaSalle National Trust, N. A., not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such trustee and LaSalle National Trust, N. A. hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing contained herein or in the Trust Deed or this Supplement Modification to Trust Deed and Instalment Note shall be construed as creating any liability on said LaSalle National Trust, N. A., personally, to pay the Instalment Note, as hereby supplemented and modified, or any interest that may accrue thereon or any indebtedness accruing hereunder or to perform any covenant, either express or implied herein contained; all such liability, if any, being expressly waived by the Bank and by every person now or hereafter claiming any right or securing hereunder and that so far as said LaSalle National Trust, N. A., personally, is concerned, the legal holder or holders hereof shall look solely to the premises conveyed pursuant to the above-described Mortgage by the enforcement of the lien thereby created or by action to enforce the personal liability of any guarantor hereof.

IN WITNESS WHEREOF, LASALLE NATIONAL TRUST, N.A., under a written Trust Agreement dated January 19, 1988 and known as Trust No. 26-4451-00 and not personally

By: *Barney Callan*

Its: Assistant Vice President

Attest: *[Signature]*  
ATTORNEY AT LAW

95872545

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK ) ss.

I, KATHLEEN E. BYE, Notary Public, for said

County, in the State aforesaid, do hereby certify that

Rosemary Collins personally known to me to be the Assistant Vice President of LaSalle National Trust, N.A.,

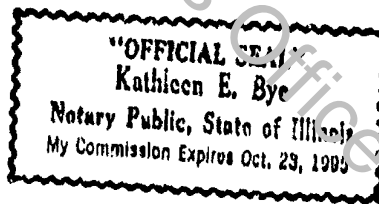
and Corinne Rev. personally known to me to be an Assistant Secretary of said corporation and who subscribed to the

foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument Assistant Vice President and Assistant Secretary

of said corporation for the uses and purposes set forth therein and cause the corporate seal of said corporation to be affixed thereto.

Given under my hand and official seal this 17 day of April, 1995.

Kathleen E. Bye
Notary Public



My commission expires: 10.23-95

95872545

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT 'A'

Lot 2 in Loos Resubdivision, being a Resubdivision of Lot 11 in Block in Centex-Schaumburg Industrial Park unit 31, being a Subdivision of part of the North 1/2 of Section 33, township 41 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof of said Loos Resubdivision Registered on February 19, 1974 as Document Number 2739873 and recorded as Document Number 22471605, in Cook County, Illinois.

Commonly known as 603-617 Wise Road  
Schaumburg, Illinois 60172

PIN: 07-33-200-039-0000

This document prepared by:  
Lesley J. Wazelle  
LASALLE NORTHWEST NATIONAL BANK  
4747 West Irving Park Road  
Chicago, Illinois 60641



95872545

UNOFFICIAL COPY

Property of Cook County Clerk's Office