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UNOFFICIAL COPY

This Instrument prepared by and after recording return to Cary W. Bell American National Bank 1201 S. Milwaukee Avenue Libertyville, IL 60048

95067239

NOTE AND MORTGAGE MODIFICATION AGREEMENT

This Agreement, made as of this 29th day of December, 1994, and effective as of the 30th day of June, 1994, by and between American National Bank and Trust Company of Chicago-Arlington Heights Division, f/k/a American National Bank of Arlington Ruster to Heights, a National Banking Association ("Lender"), and NBD Trust of Company of Illinois, as Successor Trustee to The Bank & Trust Company of Arlington Heights, as Trustee Under Trust Agreement Dated March 10, 1986 And Known As Trust No. 3566 ("Borrower").

WITNESSETH:

THAT WHEREAS, Borrover heretofore executed a certain Mortgage dated the 26th day of June, 1989 subsequently recorded the 19th day of July, 1989, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 89328080 (the "Mortgage") concerning real estate in the County of Cook, State of Illinois, legally described in Exhibit "A" attached hereto and made a part hereof by this reference, which Mortgage was given to secure the payment of that certain Installment Note dated June 26, 1989 executed by the Borrower in the sum of SEVEN HUNDRED FIVE THOUSAND AND GO/100 DOLLARS (\$705,00).CO) (the "Note"); AND

WHEREAS, the Mortgage securing said Note is a valid and subsisting lien on the premises described in the Mortgage, for the principal sum of \$705,000.00, or such lesser amount now outstanding; AND

WHEREAS, the Note by its terms, secured by the Morigage, was due and payable on the 30th day of June, 1994; AND

WHEREAS, the parties hereto have agreed upon a modification of the terms and conditions of the Note as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the parties do hereby mutually agree to modify the Note as follows:

1. The principal balance outstanding as of June 30, 1994 was FIVE HUNDRED THIRTY FIVE THOUSAND FOUR HUNDRED SIXTY THREE AND 90/100 DOLLARS (\$535,463.90).

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- 2. The principal sum of the Note is hereby amended to FIVE HUNDRED THIRTY FIVE THOUSAND FOUR HUNDRED SIXTY THREE AND 90/100 DOLLARS (\$535,463.90).
- 3. The due date of June 30, 1994 is hereby extended to March 31, 1995.
- 4. The rate of interest charged hereunder shall continue to be zero percent (0.0%) per annum in excess of the rate of interest announced or published publicly from time to time by Lender as its prime or base rate of interest for the remainder of the new extended term.
- 5. Monthly payments of principal and interest will continue to be in the amount of \$7,000.00, with a final payment of all outstanding principal and accrued interest due on March 31, 1995.

And the said parties hereto further mutually agree that all provisions, stipulations, powers and covenants in the Note, Mortgage and any and all other loan documents, except as the same are herein and hereby specifically varied or modified, shall stand and remain unchanged and in full force and effect for and during the modified period; and further that in the event of a failure to pay the same principal sum as herein provided, or to keep, fulfill or perform any or all of the covenants and agreements contained in the Note, Mortgage and any and all other loan documents, then the whole of said principal sum shall, at the election of the holder of the Note, become at once, without notice, due and payable and may be collected together with all accrued interest thereon, in the same manier as if this modification had not been granted, anything hereinbefore contained to the contrary notwithstanding.

If necessary, Borrower shall execute such additional instruments as shall be necessary to confirm the priority and existence of such Mortgage.

And it is expressly understood and agreed by and patween the parties hereto that the covenants and agreements herein contained shall bind, and inure, to the respective heirs, executors, administrators, legal representatives and assigns of the said parties hereto.

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IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered these presents on the day and year first above written.

"Lender": AMERICAN NATIONAL AND TRUST COMPANY OF CHICAGO-ARLINGTON HEIGHTS DIVISION, f/k/a American National Bank of Arlington Heights

BY: Allan Y-1 Whitemples
ITS: Basiness Prinking Offices
ATTEST: Shunt
ITS: Vice Frontdent
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STATE OF ILLINOIS)
COUNTY OF Cook)
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
and of American National Bank and Trust Company of Chicago-Arlington Heights Division ("Lender"), personally known to me to be to be the same persons whose names are subscribed to the foregoing instrument an such
Rustings Banking Officer and Vin Provident
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 the Bank, for the uses and purposes therain set forth.
GIVEN under my hand and Notarial Seal this 2966 day of December, 1994.
"OFFICIAL SEAL"
STEVEN W. HILTON Notary Public State of Minols

My Commission Expires 11/12/96

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"YATH IND SHAD" STEVEN W. HITTON ... Receive Public State of Phinais My Commission Excited-11/12/96

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NOTE AND MORIGAGE MODIFICATION AGREEMENT

DECEMBER 29, 1994 UNDER TRUST NO. 3566-All

This instrument is executed by MBD Sank, Judgessor Trustee to MBD Trust Company of Illinois, not personally but as frustee under Trust No. __356-AH_ ... in the exercise of the power and authority conferred upon and vested in it as such Trustee. All of the terms, provisions, sulpulations, covenants and conditions to be performed by HBD Bank, are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal limbility shall be asserted or be enforcemble against MBD Bank, by reason of enything contained in said instrument, or in any previously executed document, whether or not executed by said HBD Bank, either individually or as Trustee as aforesaid, relating to the subject setter 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. Ho duty shall rest upon HBD Bank, personally or as said Trustee to sequester the rents, issues, and profits arising from the property in said trust ascate, or the proceeds arising from the sais or other disposition thereof; but so far as said Trustee and its successors and said HBD Bank, personally are concerned, the light holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the sortgaged real estate for the payment thereof, by enforcement of the lien heretofore create. 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, fire or corporation claiming any interest in this document that HBD Bank, cam), have no limbility, contingent or otherwise erising out of, or in any way related to, (1) the presence, dispess! 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) arrains out of or related to such hazardous asterials; (111) any lawsuit brought or threatened, settlement reached or government order relating to such har ard us materials, and/or (ly) any "tolation of laws, orders, regulations, requirements, or demands of governments authorizies, or any polities or requirements of the frustee, which are based upon or in any way related to sich hazardous materials including without limitation, attorneys' and consultants' fees, investigation and laboratory fees, dourt dosts, and litigation expenses.

In the event of any conflict between the proviolons of the exculpatory Hider and the provisions of the document

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persons whose named and Trust they signed and corp.	men are subscribed to the f Officer , resp delivered the said instrume dration, for the uses and p d there acknowledge that he	ectively, appe of as their ow urpowes herein	ared before se thin m free and voluntary set forth, and the	day in person of age to said Trust (ind somewiedsed	the! TES
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NBD BANK AS SUCCESSOR TRUSTEE TO "Borrower": NBD TRUST COMPANY OF ILLINOIS. AS SUCCESSOR TRUSTEE TO THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, SOLELY AS COMOLOH RECLERCING EXAMINATION RECTRICING

ATTEST

LIABLE HEREBY

TO THE PROPERTY OF THE PROPERTY TRUSTEE AS AFORESAID, AND NOT PERSONALLY PART THE SE STATE OF ILLINOIS)55. COUNTY OF I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that personally known to me to be the of NBD Trust Company of Illinois, a Corporation, and _ personally known to me to be the of said Corporation, and personally known to me to be the same parsons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such they signed and delivered the said instrument pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act of said Corporation, as Trustee, as aforesaid, for the uses and purposes therein set forth. Given under my hand and official seal this December, 1994. Notary Public

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EXHIBIT "A" TO NOTE AND MORTGAGE MODIFICATION AGREEMENT DATED DECEMBER 29, 1994

LEGAL DESCRIPTION OF PREMISES:

PARCEL 1: LOT 2 AND THE NORTH 8 FEET OF LOT 3 IN BLOCK 31 IN TOWN OF DUNTON (NOW ARLINGTON HEIGHTS, ILLINOIS) BEING THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

PARCEL II: LOT 3 (EXCEPT THE NORTH 8 FEET THEREOF) IN BLOCK 31 IN TOWN OF DUNTON (NOW ARLINGTON HEIGHTS), A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

PARCEL III: PARCEL "A": LOT 1 IN BLOCK 31 IN THE TOWN OF DUNTON (NOW KNOWN AS ARLINGTON HEIGHTS) IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSKIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

PARCEL "B": THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF BLOCK 31 AFORESAID; RUNAING THENCE NORTH 33 FEET; THENCE WEST 132 FEET; THENCE SOUTH 33 FELT; THENCE EAST 132 FEET TO THE POINT OF BEGINNING FORMERLY KNOWN AS THE SOUTH 1/2 OF ROBINSON STREET (NOW VACATED) LYING NORTH OF AND ADJOINING LOT 1 IN BLOCK 31 AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

Commonly Known As: 20-40 South Dunton Avenue

Arlington Heights, IL 60005

PIN Nos.: 03-29-347-026

03-29-347-025 03-29-347-024 03-29-347-023

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