

UNOFFICIAL COPY

95067239

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

95067239

Dist. 15

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 Heights, a National Banking Association ("Lender"), and NBD Trust 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, Borrower 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 00/100 DOLLARS (\$705,000.00) (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 Mortgage, 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).

TICOR TITLE INSURANCE
BOX 15

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DEPT-01 RECORDING
169997 TRAM 4958 01/30/95 13:48:00
6513 # DM *-95-067239
COOK COUNTY RECORDER
651.00

UNOFFICIAL COPY

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THE UNIVERSITY OF CHICAGO
OFFICE OF THE REGISTRAR
5408 S. UNIVERSITY AVE.
CHICAGO, ILL. 60637

FOR THE UNIVERSITY OF CHICAGO

Property of Cook County Clerks Office

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COOK COUNTY CLERKS OFFICE

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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 manner 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 between 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, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

Property of Cook County Clerk's Office

ENCL.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

UNOFFICIAL COPY

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: Jeffrey M. Middendorf

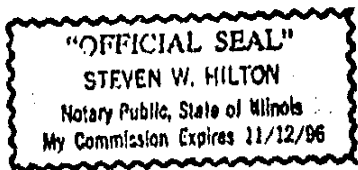
ITS: Business Banking Officer

ATTEST: Stephen J. Schmit
ITS: Vice President

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 Jeffrey M. Middendorf and Stephen J. Schmit 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 as such Business Banking Officer and 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 the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of December, 1994.



Steven W. Hilton
Notary Public

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UNOFFICIAL COPY

THE STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE
JANUARY 11, 1904

Property of Cook County Clerk's Office

WITNESSED my hand and the seal of the State of Illinois at Springfield, this 11th day of January, 1904.

ROBERT B. HARRIS
GOVERNOR

RECEIVED
JAN 11 1904
CLERK OF THE SENATE
STATE OF ILLINOIS

UNOFFICIAL COPY

LIDEN ATTACHED TO AND MADE A PART OF
NOTE AND MORTGAGE MODIFICATION AGREEMENT

DATED DECEMBER 29, 1994 UNDER TRUST NO. 3566-AH

This instrument is executed by NBD Bank, Successor Trustee to NBD Trust Company of Illinois, not personally but as trustee under Trust No. 3566-AH, 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 NBD Bank, are undertaken by it solely as trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against NBD Bank, by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said NBD 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 NBD 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 NBD 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 NBD 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.

NBD Bank, Successor Trustee to NBD Trust Company of Illinois, under Trust No. 3566-AH and not individually

By Annelle N. Brusca
Trust Officer

ATTEST:
Patricia A. Dunleavy
Trust Officer

95067239

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, Jean Wilson, a Notary Public in and for said County in the State aforesaid, do hereby certify that Annelle N. Brusca, Trust Officer of NBD Bank, and Patricia A. Dunleavy, Trust Officer personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes herein set forth, and the said Trust Officer did also then and there acknowledge that he/she as custodian of the corporate seal of said Corporation did affix the said corporate seal of said corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of JANUARY A.D., 1995

"OFFICIAL SEAL"
JEAN WILSON, Notary Public
Cook County, State of Illinois
My Commission Expires 2-3-98

Jean Wilson
Notary Public

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20__.

Clerk of Cook County, Illinois

Property of Cook County Clerk's Office

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Clerk of Cook County, Illinois

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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
TRUSTEE AS AFORESAID, AND NOT PERSONALLY

BY: _____

ITS: _____

ATTEST: _____
EVERY PROVISION RESTRICTING
ANY LIABILITY BANK ATTACHED
HEREIN IS HEREBY EXPRESSLY MADE A
PART HEREOF.

STATE OF ILLINOIS)
) SS.
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 persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____ 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.

95067239

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

Notary Public

DUNTON2.EXT/Arlington #11

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

CLERK OF COURT
STATE OF ILLINOIS
COUNTY OF _____

Property of Cook County Clerk's Office

RECORDED

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

CLERK OF COURT

UNOFFICIAL COPY

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

LEGAL DESCRIPTION OF PREMISES:

PARCEL I: 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, TOWNSHIP 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; RUNNING THENCE NORTH 33 FEET; THENCE WEST 132 FEET; THENCE SOUTH 33 FEET; 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

95067239

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OFFICE OF THE CLERK

OF

COOK COUNTY, ILLINOIS
JANUARY 15, 1900

RECEIVED

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this 15th day of January, 1900.

CLERK OF COOK COUNTY

1900

PROPERTY OF COOK COUNTY CLERK'S OFFICE

1900

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE