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MODIFICATION OF MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT AND MULTIFAMILY NOTE-LAND TRUST

THIS MODIFICATION of Multifamily Mortgage, Assignment of Rents and Security Agreement and Multifamily Note-Land Trust is made the 9th day of December, 1994 by and between NBD Bank, not personally but solely as Trustee under Trust Agreement dated November 22, 1994 and known as Trust Number 53211-SK (hereinafter referred to as "Mortgagor"), Sargon G. Boudakh, Khammo Boudakh and Josephine Boudakh (collectively hereinafter referred to as "Guarantor") and Inland's Monthly Income Fund, L.P., a Delaware limited partnership (hereinafter referred to as "Mortgagee").

W I T N E S S E T H

WHEREAS, on December 2, 1994, Mortgagor delivered to Mortgagee that certain Multifamily Note-Land Trust executed by Mortgagor and Guarantor dated as of November 30, 1994 (the "Note") in the original principal amount of Two Hundred Thirty-Two Thousand Five Hundred Six Dollars and 75/100 (\$232,506.75) and that certain Multifamily Mortgage, Assignment of Rents and Security Agreement dated as of November 30, 1994 and recorded in the Office of the Recorder of Deeds, Cook County, Illinois as Document # 04055401 (the "Mortgage") and that certain Combined Security Agreement and Assignment of Rents also dated as of November 30, 1994 and recorded in the Office of the Recorder of Deeds, Cook County, Illinois as Document # 04055402 and affecting the real estate described on Exhibit "A" attached hereto.

WHEREAS, Mortgagor, Guarantor and Mortgagee have acknowledged that the maturity date stated in the Note and Mortgage is incorrect and should be changed.

WHEREAS, Mortgagor and Guarantor have requested that the grace period for the imposition of a late charge and/or the default rate of interest stated in the fourth paragraph of the Note be changed from five calendar days to ten calendar days, and Mortgagee has agreed to such change.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The maturity date as currently stated in the first paragraph of the Note and the first recital paragraph of the Mortgage is hereby changed to December 1, 2004.
2. The grace period for the imposition of a late charge and/or the default rate of interest stated in paragraph 4 of the Note is hereby changed to ten calendar days.
3. The Note and the Mortgage, as well as the Guaranty of Note and Mortgage, the Collateral Assignment of Beneficial Interest, the Combined Security Agreement and Assignment of Rents and all instruments, assignments, security agreements, financing statements and other documents given to evidence or secure the obligations and liabilities evidenced by the Note (collectively the "Loan Documents") are hereby amended generally to be consistent with the modifications contained herein.

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Box 333.
(1)

DEPT-01 RECORDING \$89.00
T#5555 TRAM 3712 02/21/95 11:32:00
#4754 # LJJ *--95-117215
COOK COUNTY RECORDER

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4. Except as expressly amended hereby, the Loan Documents shall remain unchanged and are hereby ratified and in full force and effect.

5. Guarantors are executing this Modification to evidence their agreement to the amendments contained herein, and to acknowledge that their liability under the Guaranty is unchanged, continuing and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the date first stated above.

MORTGAGOR: NBD BANK, not personally but as Trustee under Trust Agreement dated November 22, 1994 and known as Trust Number 53211-SK

By: [Signature]
Its: Trust Officer

ATTEST:

By: [Signature]
Its: Trust Officer

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.

GUARANTORS:

[Signature]
SARGON G. BOUDAKH

[Signature]
KHAMMO BOUDAKH

[Signature]
JOSEPHINE BOUDAKH

MORTGAGEE: INLAND'S MONTHLY INCOME FUND, L.P.
By: Inland Real Estate Investment Corporation
Its: General Partner

By: [Signature]
Its: [Signature]

ATTEST: By: [Signature]
Its: ASST VICE PRESIDENT

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2025-01-14 10:00:00

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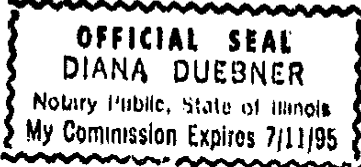
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Dianna Duebner, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Joseph F. Sochlucki, Trust Officer ~~Vice President~~ of NBD Bank, and David Rosenfeld, Trust Officer ~~Assistant Secretary~~ of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Vice President and Assistant Secretary~~, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ~~Assistant Secretary~~ then and there acknowledged that, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 8 day of February 1994 A.D.

Dianna Duebner
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF)



I, Ann Golden, a Notary Public, in and for said County in the State aforesaid, do hereby certify that MARK ZALATINS, Vice President of Inland Real Estate Investment Corporation, General Partner of Inland's Monthly Income Fund, L.P., and Paul Vitek, ~~Asst. V.P.~~ of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and ~~Asst. V.P.~~, 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 therein set forth; and the said Secretary then and there acknowledged that, as custodian of the corporate seal of said Corporation, did affix the 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 9 day of December 1994 A.D.

Ann Golden
Notary



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STATE OF ILLINOIS)
COUNTY OF COOK) ■ ■

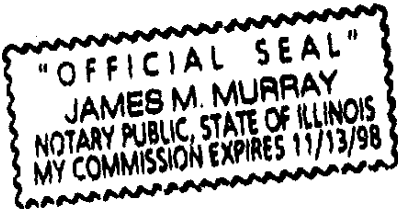
I, James M. Murray, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sargon G. Boudakh, Khammo Boudakh and Josephine Boudakh whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged and swore that they signed, sealed and delivered the said instrument as their free and voluntary act and deed.

Given under my hand and notarial seal, this 2nd day of Dec, 1994.

James M. Murray
Notary Public

My commission expires: _____

Prepared by Samuel A. Orticelli
and after recording return to:
The Inland Group, Inc.
2901 Butterfield Rd.
Oak Brook, IL 60521



Property: 2391 John Smith, Schaumburg, IL
P.I.N. 07-18-200-007

Cook County Clerk's Office

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11/11/2011

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EXHIBIT "A"

UNITS 2391-A, 2391-B, 2391-C, 2391-D, 2391-E, 2391-F IN THE
SCHAUMBURG TERRACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE
FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE
10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF SHEFFIELD
VILLAGE APARTMENTS UNIT NUMBER 1 BEING A SUBDIVISION OF THE
NORTHEAST 1/4 OF SAID SECTION 18, RECORDED JUNE 11, 1970 AS DOCUMENT
NUMBER 21181551 AND BOUNDED ON THE EAST BY THE FOLLOWING DESCRIBED
LINE:

COMMENCING AT THE CENTER OF SAID SECTION 18; THENCE NORTH 85
DEGREES 33 MINUTES 18 SECONDS EAST ALONG THE SOUTH LINE OF SAID
NORTHEAST 1/4 OF SECTION 18, A DISTANCE OF 527.22 FEET TO THE POINT OF
BEGINNING; THENCE NORTH 4 DEGREES 26 MINUTES 42 SECONDS WEST, A
DISTANCE OF 44.15 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY
ALONG AN ARC OF A CIRCLE HAVING A RADIUS OF 780 FEET, BEING CONVEX TO
THE WEST AND TANGENT TO THE LAST DESCRIBED LINE, AN ARC DISTANCE OF
251.01 FEET TO A POINT OF TANGENCY; THENCE NORTH 13 DEGREES 59
MINUTES 38 SECONDS EAST, A DISTANCE OF 18.38 FEET TO A POINT OF
CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE HAVING A RADIUS
OF 500 FEET, BEING CONVEX TO THE EAST AND TANGENT TO THE LAST
DESCRIBED LINE, AN ARC DISTANCE OF 274.76 FEET TO A POINT OF TANGENCY;
THENCE NORTH 17 DEGREES 29 MINUTES 52 SECONDS WEST, A DISTANCE OF
303.49 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG AN ARC OF
A CIRCLE, HAVING A RADIUS OF 1,490 FEET, BEING CONVEX TO THE SOUTHWEST
AND TANGENT TO THE LAST DESCRIBED LINE, AN ARC DISTANCE OF 479.81 FEET
TO THE SOUTHWEST CORNER OF KNOLLWOOD DRIVE AS DEDICATED IN SAID
SHEFFIELD VILLAGE APARTMENTS UNIT NUMBER 1 AS A TERMINATION OF SAID
EASTERLY BOUNDARY LINE, ALL IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 2391 John Smith, SCHAUMBURG, IL

P.I.N. 07-18-200-007

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