

# UNOFFICIAL COPY

95244131

PREPARED BY:  
Mary Jo Ramson  
(CLOS Center)

WHEN RECORDED RETURN TO:

NBD BANK  
1 S. Northwest Highway  
Park Ridge, IL 60068  
ATTN: Gregory G. Coppola

DEPT-11 RECORD FOR \$29.50  
T:0013 TRAN 4202 04/12/95 10:29:00  
59315 # 01 # 95-244131  
COOK COUNTY RECORDER

## Mortgage Modification Agreement

**THIS FIRST MORTGAGE MODIFICATION AGREEMENT** (hereinafter the "Agreement") is made and entered into this 31st day of December, 1994, by and between Chicago Title and Trust Company as Successor to First State Bank & Trust Company of Park Ridge, not personally, but as Trustee under a Trust Agreement dated December 7, 1984 and known as Trust No. 1490, (herein the "Borrower"), Charles Graham and Charlotte McCarthy (herein collectively the "Guarantors") and NBD Bank, an Illinois banking corporation, having its principal office at 211 South Wheaton Avenue, Wheaton, Illinois 60187 (herein the "Lender").

### WITNESSETH

WHEREAS, Lender made a loan to the Borrower evidenced by a Note dated March 20, 1989, in the original principal amount of One Hundred Forty Five Thousand and 00/100 dollars (\$145,000.00), which Note has been subsequently replaced and renewed by those certain Installment Notes dated April 1, 1994 and September 30, 1994 (herein collectively the "Note"); and

WHEREAS, to secure the Note, the Borrower has previously executed and delivered to the Lender a Mortgage (the "Mortgage") and an Assignment of Rents and Leases each dated March 20, 1989 in the original principal amount of One Hundred Forty Five Thousand and 00/100 dollars (\$145,000.00), each recorded with the Registrar of Titles, Cook County, Illinois as document numbers 3785679 and 3785680 respectively, on real estate legally described therein as follows:

LOT "A"

IN NEILSSON'S RESUBDIVISION OF THE WEST HALF (1/2) OF THE SOUTH 15 FEET OF LOT 21 AND THE WEST HALF (1/2) OF LOTS 22, 23, 24 AND 25, IN BLOCK 14, IN IRA BROWN'S ADDITION TO PARK RIDGE IN THE SOUTH EAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID NEILSSON'S RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 30, 1970, AS DOCUMENT NUMBER 2509747.

Commonly known as: 1006 Touhy Ave., Park Ridge, IL 60068

Tax Parcel Identification Number: 09-26-322-028-0000

AND WHEREAS, the Note has matured as of December 31, 1994 and on the date hereof has a remaining unpaid principal balance of One Hundred Twenty Eight Thousand Seven Hundred Thirty Seven and 83/100 Dollars (\$128,737.83); and

WHEREAS, the Borrower and the Lender are desirous, amongst other things, of extending the time of repayment of the Note and further amending the terms of the Mortgage;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is agreed that the provisions of the Mortgage as they relate to the Note evidencing the indebtedness of the Borrower secured thereby shall be amended and modified to read as follows:

(87226) RT2-49C  
NEW TITLE SERVICES

95244131

29.50

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This Mortgage secures the indebtedness or obligation evidenced by:

1. The Note dated December 31, 1994 in the principal amount of One Hundred Twenty Eight Thousand Seven Hundred Thirty Seven and 83/100 Dollars (\$128,737.83) maturing December 31, 1997 executed and delivered by the Borrower to the Lender, and repayable as called for therein, with interest at the per annum rate of Eleven percent (11%) on the principal balance remaining from time to time unpaid. Interest after default or maturity of the note, whether by acceleration or otherwise, on the principal balance of the note remaining from time to time unpaid shall be at the per annum rate of Thirteen percent (13%); and

including any extensions, renewals, modifications or replacements without limit as to the number or frequency (the "Debt").

**Limitation on Amount Secured By Mortgage.** Notwithstanding anything to the contrary contained in this Mortgage, the amount secured by this Mortgage shall not exceed the principal sum of \$145,000.00 at any one time outstanding.

2. The Beneficiaries agree to furnish to the Lender whatever information, books, and records the Bank may reasonably request, including at a minimum, the following:

- A. Within 90 days after and as of the end of each calendar year, the signed personal financial statement of each of the Beneficiaries.

Except where the context otherwise may require, it is agreed that the terms "Owner", "Borrower" and "Mortgagor" when used and appearing in the Note, Mortgage, and this Agreement shall be construed as and mean Chicago Title and Trust Company as Successor to First State Bank & Trust Company of Park Ridge, not personally, but as Trustee under Trust Agreement dated December 7, 1984 and known as Trust No. 1490.

Except where the context otherwise may require, it is agreed that the terms "Lender", "Mortgagee", and "Bank" when used and appearing in the Note, Mortgage, and this Agreement shall be construed as and mean NBD Bank as successor by merger to NBD Park Ridge Bank.

It is further agreed as between the Borrower and the Lender that neither the repayment of the indebtedness evidenced by the Note, nor the obligations of the Borrower thereunder, nor the Mortgage or other security given to secure same, shall in any way be prejudiced by the Note, Mortgage, or this Agreement, said Note and Mortgage being intended to be modified only to the extent therein and herein mentioned and said Mortgage to continue and remain in full force and effect. The parties hereto hereby ratify, adopt and confirm their respective covenants, agreements and conditions as set forth in the Note and Mortgage as modified by this Agreement.

subject to the existing provisions of the Note and Mortgage hereto and made a part hereof.

**Lender:**

NBD BANK, an Illinois banking corporation

By: Gregory G. Coppola  
Gregory G. Coppola Vice President  
Printed Name Title

**Guarantors:**

Charles H. Graham  
Charles Graham  
Printed Name

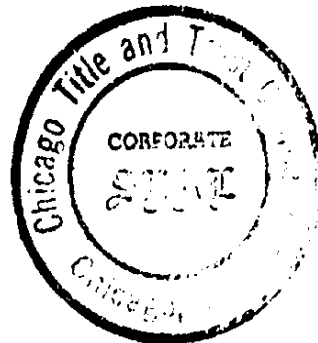
Charlotte M. McCarthy  
Charlotte McCarthy  
Printed Name

**Borrower:**

Chicago Title and Trust Company as Successor to First State Bank & Trust Company of Park Ridge, not personally, but as Trustee under a Trust Agreement dated December 7, 1984, and known as Trust No. 1490

By: Thomas Olen  
Thomas Olen Assistant Vice President  
Printed Name Title

By: Laura K. Rutherford  
Laura K. Rutherford Assistant Secretary  
Printed Name Title



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Marr Jo Ramon/1757

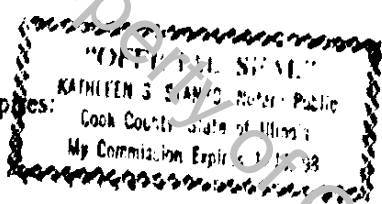
# UNOFFICIAL COPY

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 GREGORY Coppola and \_\_\_\_\_ respectively, the Vice President and \_\_\_\_\_ Secretary of NBD BANK, an Illinois banking corporation who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers of said corporation, respectively, appeared before me this day and acknowledged that they signed and delivered 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 said \_\_\_\_\_ Secretary of said corporation then and there acknowledged that \_\_\_\_\_, as custodian of the corporate seal to said instrument did affix the corporate seal of said corporation to said instrument as \_\_\_\_\_ own free 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 3<sup>rd</sup> day of April, 1997.

Kathleen S. Stankis  
Notary Public



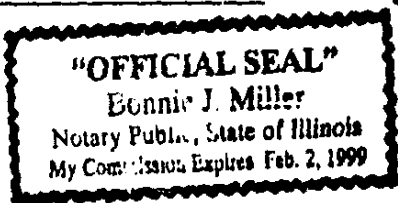
My Commission Expires: \_\_\_\_\_

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 Thomas Olen of Chicago Title and Trust Company a n Illinois (corporation) (association) and Laura K. Rutherford of said (corporation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 acts, and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said (corporation) (association), affixed the said corporate seal of said (corporation) (association) to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3<sup>rd</sup> day of April, 1995.

Bonnie J. Miller  
Notary Public



My Commission Expires: \_\_\_\_\_

May Jo Ramon/1797

NBD BANK  
FRAN GRIFFIN  
ONE SOUTH NORTHWEST HIGHWAY  
PARK RIDGE ILLINOIS 60068



95241131

# UNOFFICIAL COPY

State of Illinois )

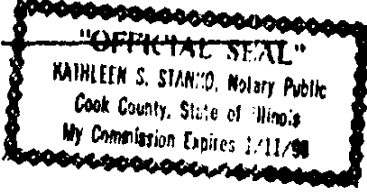
) SS

County of Cook )

I, Kathleen S. Stanko, a Notary Public in and for said County and State, do hereby certify that Charles Graham personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and notarial seal this 3rd day of April, 1995.

My Commission Expires: \_\_\_\_\_ Kathleen S. Stanko, Notary Public



Property of Cook County Clerk's Office

State of Illinois )

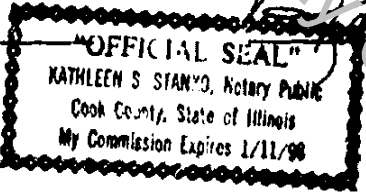
) SS

County of Cook )

I, Kathleen S. Stanko, a Notary Public in and for said County and State, do hereby certify that Charlotte McCarthy personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and notarial seal this 3rd day of April, 1995.

My Commission Expires: \_\_\_\_\_ Kathleen S. Stanko, Notary Public



Mary Jo Ramona/1757  
NBD 141-768 10/94

95244132

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## EXCULPATORY CLAUSE FOR CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything 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 the 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 Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.