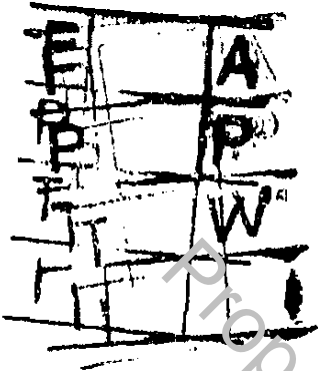


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 . COOK COUNTY RECORDER

## MODIFICATION AND EXTENSION AGREEMENT

BETWEEN

LASALLE NATIONAL TRUST, N.A., as Trustee under a Trust Agreement dated June 6, 1984 and known as Trust 108481; AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under a Trust Agreement dated August 9, 1968 and known as Trust 26928; LASALLE NATIONAL TRUST, N.A., as Trustee under a Trust Agreement dated November 30, 1982 and known as Trust 105441; LAKE COUNTY TRUST COMPANY, as Trustee under a Trust Agreement dated April 11, 1985 and known as Trust 3493; TERRENCE A. SOMMERFELD; and LASALLE BANK NI, an Illinois banking corporation

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## MODIFICATION AND EXTENSION AGREEMENT

This MODIFICATION AND EXTENSION AGREEMENT ("Agreement") is made as of May 15, 1996 by and between LASALLE NATIONAL TRUST, N.A., as Trustee under a Trust Agreement dated June 6, 1984 and known as Trust 108481 ("Trust 108481"); AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under a Trust Agreement dated August 9, 1968 and known as Trust 26928 ("Trust 26928"); LASALLE NATIONAL TRUST, N.A., as Trustee under a Trust Agreement dated November 30, 1982 and known as Trust 105441 ("Trust 105441"); LAKE COUNTY TRUST COMPANY, as Trustee under a Trust Agreement dated April 11, 1985 and known as Trust 3493 ("Trust 3493"); TERRENCE A. SOMMERFELD; and LASALLE BANK NI, an Illinois banking corporation ("Mortgagee"), having an office at 1220 Shermer Road, Northbrook, IL 60062.

### WITNESSETH:

WHEREAS, Trust 108481, Trust 26928, Trust 105441, and Trust 3493 are hereinafter collectively referred to as "Mortgagors", and TERRENCE A. SOMMERFELD is hereinafter referred to as "Guarantor"; and

WHEREAS, Mortgagors are indebted to Mortgagee in the principal amount of THREE MILLION THREE HUNDRED AND FIFTY SEVEN THOUSAND (\$3,357,000) DOLLARS, and to evidence such indebtedness Mortgagors have executed and delivered to Mortgagee that certain Mortgage Note dated March 6, 1991 in the principal amount of THREE MILLION THREE HUNDRED AND FIFTY SEVEN THOUSAND (\$3,357,000) DOLLARS, as extended by that certain Extension Agreement dated as of March 15, 1994 and as further modified and extended by that certain Modification and Extension Agreement dated May 15, 1994 (the "Mortgage Note"); and

WHEREAS, said Mortgage Note is secured by that certain Mortgage dated March 6, 1991 made by Mortgagors to Mortgagee and recorded in the office of the Cook County Recorder of Deeds on March 18, 1991 as document No. 9119678; that certain Mortgage dated March 6, 1991 made by Mortgagors to Mortgagee and recorded in the office of the Will County Recorder of Deeds as document No. R91-012782; that certain Mortgage dated March 6, 1991 made by Mortgagors to Mortgagee and recorded in the office of the Lake County, Indiana Recorder of Deeds as document No. 91012455 (the aforesaid Mortgages are hereinafter collectively referred to as the "Mortgages"); that certain Collateral Assignment of Lease(s) and Rent(s) dated March 6, 1991 made by Trust 26928 and recorded in the office of the Cook County Recorder of Deeds on March 18, 1991 as document No. 91119679; that certain Collateral Assignment of Lease(s) and Rent(s) dated March 6, 1991 made by Trust 105441 and recorded in the office of the Cook County Recorder of Deeds on March 18, 1991 as document No. 91119680; that certain Collateral Assignment of Lease(s) and Rent(s) dated March 6, 1991 made by Trust 108481 and recorded in the office of the Will County Recorder of Deeds on March 18, 1991 as document No. R91-012783; and that certain Collateral Assignment of Lease(s) and Rent(s) dated March 6, 1991 made by Trust 3493 and recorded in the office of the Lake County, Indiana Recorder of Deeds on March 19, 1991 as document No. 91012456 (the aforesaid

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Collateral Assignments of Lease(s) and Rent(s) are hereinafter collectively referred to as the "Assignments of Rent(s)"; that certain Assignment of Beneficial Interest for Collateral Security of Trust 108481 dated March 6, 1991 made by Guarantor; that certain Assignment of Beneficial Interest for Collateral Security of Trust 26928 dated March 6, 1991 made by Guarantor; that certain Assignment of Beneficial Interest for Collateral Security of Trust 105441 dated March 6, 1991 made by Guarantor; and that certain Assignment of Beneficial Interest for Collateral Security of Trust 3493 dated March 6, 1991 made by Guarantor (the aforesaid Assignments of Beneficial Interest for Collateral Security are hereinafter collectively referred to as the "Assignments"). The Mortgages and Assignments of Rent(s) all relate to the premises legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Guarantor has unconditionally guaranteed the repayment of the loan indebtedness evidenced by the Mortgage Note and the performance and observance of all of the terms, covenants, and conditions of the Loan Documents specified in the Mortgage Note, including the Mortgages and Assignments of Rent(s) pursuant to that certain Guaranty dated March 6, 1991, executed by Guarantor (the "Guaranty").

WHEREAS, Mortgagors and Guarantor desire to extend the maturity date of the loan evidenced by the Mortgage Note, and

WHEREAS, Mortgagors and Guarantor are indebted to Mortgagee in the principal amount of ONE HUNDRED AND FIFTY ONE THOUSAND (\$151,000) DOLLARS, and to evidence such indebtedness Mortgagors and Guarantor have executed and delivered to Mortgagee that certain Mortgage Note dated April 5, 1994 in the principal amount of ONE HUNDRED AND FIFTY ONE THOUSAND (\$151,000) DOLLARS (the "New Mortgage Note"); and

WHEREAS, to induce Mortgagee to modify the terms of and extend the maturity date of the loan evidenced by the Mortgage Note, Mortgagors and Guarantor have offered to cross default the New Mortgage Note and the Loan Documents specified therein with the Mortgage Note and the Loan Documents specified therein and to enter into this Agreement and Mortgagee has accepted such offer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, Mortgagors and Guarantor hereby agree with Mortgagee as follows:

1. The Mortgage Note is hereby modified to provide that the outstanding principal balance of the loan indebtedness evidenced by the Mortgage Note as of the date hereof is THREE MILLION ONE HUNDRED THIRTY SIX THOUSAND NINE HUNDRED TWENTY NINE AND 51/100THS (\$3,136,929.51) DOLLARS which sum Mortgagors and Guarantor, jointly and severally, promise to pay to Mortgagee at times and at the Interest Rate as follows:

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The Interest Rate shall be eight and one-quarter (8.25%) per cent per annum. Interest shall be calculated from the date hereof at the aforesaid Interest Rate on the basis of a year consisting of 360 days and paid for the actual number of days elapsed. Mortgagors and Guarantor shall pay to Mortgagee interest on the principal balance outstanding from time to time at the applicable Interest Rate aforesaid and the sum of \$4,000.00 to be applied to the outstanding principal balance on June 15, 1996, and interest on the principal balance outstanding from time to time at the applicable Interest Rate aforesaid and the sum of \$4,000.00 to be applied to the outstanding principal balance on the fifteenth (15th) day of each month thereafter, except that the final payment of all outstanding principal and accrued interest shall be payable on May 15, 1997.

2. The New Mortgage Note is hereby modified to provide that the outstanding principal balance of the loan indebtedness evidenced by the New Mortgage Note as of the date hereof is EIGHTEEN THOUSAND EIGHT HUNDRED AND SIXTY EIGHT AND 00/100THS (\$18,868.00) DOLLARS which sum Mortgagors and Guarantor, jointly and severally, promise to pay to Mortgagee at times and at the Interest Rate as follows:

The Interest Rate shall be eight and one-quarter (8.25%) per cent per annum. Interest shall be calculated from the date hereof at the aforesaid Interest Rate on the basis of a year consisting of 360 days and paid for the actual number of days elapsed. Mortgagors and Guarantor shall pay to Mortgagee interest on the principal balance outstanding from time to time at the applicable Interest Rate aforesaid and the sum of \$6,292.00 to be applied to the outstanding principal balance on June 15, 1996, and interest on the principal balance outstanding from time to time at the applicable Interest Rate aforesaid and the sum of \$6,292.00 to be applied to the outstanding principal balance on the fifteenth (15th) day of each month thereafter, except that the final payment of all outstanding principal and accrued interest, if not sooner paid, shall be payable on May 15, 1997.

3. The Mortgages, Assignments of Rent(s) and Assignments are each hereby amended to provide that the Mortgages, Assignments of Rent(s) and Assignments each secure any and all indebtedness evidenced both by the Mortgage Note and by the New Mortgage Note as modified and extended herein, and any reference in the Mortgages, Assignments of Rent(s) and Assignments to "Mortgage Note" shall mean and include both the Mortgage Note and the New Mortgage Note as modified and extended herein.

4. Guarantor hereby acknowledges and agrees that his Guaranty shall include, without limitation, an unconditional, irrevocable and absolute guaranty, as principal obligor and not as surety, of the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of all obligations of Mortgagors or any of them to Mortgagee under the Mortgage Note as modified and extended and under the New Mortgage Note, as modified and extended and

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the full and prompt performance and observance of all of the warranties, covenants and agreements provided by the Mortgages, Assignments of Rent(s), and other Loan Documents specified in the Mortgage Note, the Loan Documents specified in the New Mortgage Note, and all other documents (as such documents are or may be modified and extended) evidencing or securing the indebtedness evidenced by the Mortgage Note or the indebtedness evidenced by the New Mortgage Note to be performed and observed by the parties who executed said documents. Guarantor reaffirms his obligations stated in his Guaranty, consents to the matters affected by this Agreement and agrees that his liabilities as Guarantor shall not be diminished by this Agreement.

5. In all respects, other than those expressed or amended or supplemented hereby, Mortgagors and Guarantor do hereby ratify and confirm the provisions, terms and conditions of the Mortgage Note, Mortgages, Assignments of Rent(s), Assignments and Guaranty.

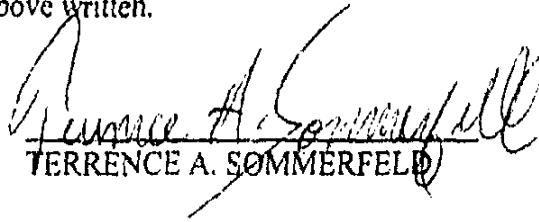
6. This AGREEMENT is executed by LASALLE NATIONAL TRUST, N.A., AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and LAKE COUNTY TRUST COMPANY, not personally, but as Trustees as aforesaid, in the exercise of the power and authority conferred upon and vested in them as such Trustees, and insofar as Mortgagors only are concerned is payable only out of the property specifically described in this AGREEMENT and other documents securing the payment by each of the Mortgage Note extended and secured hereby, by the enforcement of the provisions contained in this AGREEMENT and other documents or any thereof. No personal liability shall be asserted to be enforceable against the Mortgagors, because or in respect to the Mortgage Note, or this AGREEMENT, or the making, issue or transfer thereof, all such liability, if any, being expressly waived by such taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the Guarantor of the Mortgage Note and each original and successive holder of the Mortgage Note accepts the same upon the express condition that no duty shall rest upon the Mortgagors to sequester the rents, issues, and profits arising from the property described in this AGREEMENT or the proceeds arising from the sale or other disposition thereof.

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed and sealed as of the day and year first above written.


  
TERRENCE A. SOMMERFELD

LASALLE NATIONAL TRUST, N.A.,  
as Trustee under a Trust Agreement dated June 6, 1984  
and known as Trust 108481 AND NOT PERSONALLY

By:   
Title: SR. VICE PRESIDENT

Attest:   
Title: ASSISTANT SECRETARY

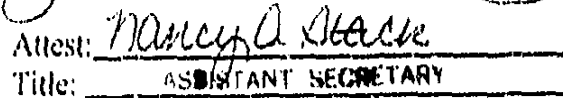
AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO,  
as Trustee under a Trust Agreement dated August 9, 1968  
and known as Trust 20928

By:   
Title: SR. VICE PRESIDENT

Attest:   
Title: ASSISTANT SECRETARY

LASALLE NATIONAL TRUST, N.A.,  
as Trustee under a Trust Agreement dated  
November 30, 1982 and known as Trust 1105441  
AND NOT PERSONALLY

By:   
Title: SR. VICE PRESIDENT

Attest:   
Title: ASSISTANT SECRETARY

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(SIGNATURE PAGE CONTINUED)

LAKE COUNTY TRUST COMPANY,  
as Trustee under a Trust Agreement  
dated April 11, 1985 and known as Trust 3493

By: Elaine M. Worstell  
Title: Elaine M. Worstell-Trust Officer

Attest: Sandra L. Stiglitz  
Title: Sandra L. Stiglitz-Asst. Secretary

LASALLE BANK NI,  
an Illinois banking corporation.

By: Tammy Gierozewicz  
Title: TAMMY GIEROZEWICZ  
Vice President

Attest: Kurt E. Achen  
Title: AUP

This document prepared by and mail to:  
William B. Weidenaar  
1 N. LaSalle Street Suite 4400  
Chicago, IL 60602

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STATE OF ILLINOIS)

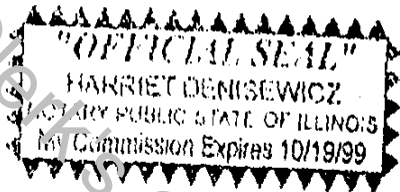
County of <sup>DePue</sup> ~~COOK~~ SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH W. LANG of LASALLE NATIONAL TRUST, N.A., and NANCY A. STACK of said LASALLE NATIONAL TRUST, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SECRETARY and ASSISTANT SECRETARY, respectively, of LASALLE NATIONAL TRUST, N.A., 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 LASALLE NATIONAL TRUST, N.A., not personally, but as Trustee, for the uses and purposes therein set forth; and the said did also then and there acknowledge that he/she, as custodian for the corporate seal of said LASALLE NATIONAL TRUST, N.A., did affix the said corporate seal as his/her own free and voluntary act, and as the free and voluntary act of said LASALLE NATIONAL TRUST, N.A., not personally, but as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this MAY 28, 1996.

*Harriet Denisewicz*  
Notary Public

(Notary Seal)



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## PARCEL 1

PARCEL I: LOTS 2, 6, 7 AND 8 EXCEPT THE NORTH 132 FEET OF SAID LOT 8 IN COUNTY CLERKS SUBDIVISION OF PART OF OLIN'S SUBDIVISION OF BLOCK 5 IN YOUNG AND CAGWIN'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF CAGWIN'S SUBDIVISION OF BLOCK 6 OF YOUNG AND CAGWIN'S SUBDIVISION LYING SOUTH OF CEDAR SLIP IN THE CITY OF JOLIET ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 227024; ALSO LOT 6, (EXCEPT THE SOUTH 69 FEET OF THE WEST 160 FEET) IN OLIN'S SUBDIVISION OF BLOCK 5 IN YOUNG AND CAGWIN'S SUBDIVISION AFORESAID DESCRIBED;

PARCEL II: LOT 11 AND THE WEST 10 FEET OF THE EAST 64.9 FEET OF LOT 9, IN COUNTY CLERK'S SUBDIVISION OF PART OF OLIN'S SUBDIVISION OF BLOCK 5 OF YOUNG AND CAGWIN'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COUNTY CLERK'S SUBDIVISION RECORDED APRIL 2, 1904, IN PLAT BOOK 15, PAGE 5, AS DOCUMENT NO. 227024;

PARCEL III: AN EASEMENT FOR THE BENEFIT OF PARCEL II AND THE NORTH 1 FOOT OF THE WEST 130.4 FEET OF LOT 6 IN OLIN'S SUBDIVISION OF BLOCK 5 OF YOUNG AND CAGWIN'S SUBDIVISION OF PARCEL I FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 10 FEET OF THE WEST 130.4 FEET OF LOT 9 IN COUNTY CLERK'S SUBDIVISION OF PART OF OLIN'S SUBDIVISION OF BLOCK 5 OF YOUNG AND CAGWIN'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COUNTY CLERK'S SUBDIVISION RECORDED APRIL 2, 1904, IN PLAT BOOK 15, PAGE 5, AS DOCUMENT NUMBER 227024;

PARCEL IV: LOT I IN GRINTON, ET AL SUBDIVISION OF LOT 3, OF ASSESSOR'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 24, 1896, IN PLAT BOOK 9, PAGE 36, AS DOCUMENT NO. 189047, ALL IN WILL COUNTY, ILLINOIS

COMMONLY KNOWN AS: 561 E. CASS STREET, JOLIET, IL

PERMANENT INDEX NO. 07-10-412-003; 07-10-412-013; 07-10-412-015;  
07-10-412-016

EXHIBIT "A"

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## PARCEL 2

THE WEST 248 FEET OF LOTS 1 AND 2 IN BLOCK 8 IN F. H. BARTLETT'S HIGHWAY ACRES, BEING A SUBDIVISION OF THE SOUTH HALF OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 10639 S. CICERO AVENUE, OAK LAWN, IL

PERMANENT INDEX NO. 24-15-117-003-0000

## PARCEL 3

LOTS 1 TO 10 BOTH INCLUSIVE (EXCEPT THAT PART OF LOT 10 AFORESAID LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF LOT 10 AFORESAID 5.14 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 10; THENCE IN AN EASTERLY DIRECTION ALONG A STRAIGHT LINE TO A POINT IN THE EAST LINE OF LOT 10 AFORESAID 5.25 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 10) IN BLOCK 1 IN HAROLD J. MC ELHINNY'S FIRST ADDITIONS TO SOUTHTOWN, A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 11800-18 S. WESTERN AVENUE, CHICAGO, IL

PERMANENT INDEX NO. 24-24-420-046-0000

## PARCEL 4

LOTS 20 TO 28, BOTH INCLUSIVE, BLOCK 1, KELLEY-SEMMES BOULEVARD HEIGHTS ADDITION TO GARY, AS SHOWN IN PLAT BOOK 9, PAGE 23, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

COMMONLY KNOWN AS: 4330 BROADWAY AVENUE, GARY, INDIANA

PERMANENT INDEX NOS.: 45-202-24; 45-202-25; 45-202-26; 45-202-27; 45-202-28;  
45-202-29; 45-202-30; 45-202-31; 45-202-32; 45-202-33

EXHIBIT "A"

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