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MODIFICATION AGREEMENT

96496731

DEPT-01 RECORDING \$27.00
T00011 TRAN 2228 06/27/96 10:02:00
#0852 + RV *-96-496731
COOK COUNTY RECORDER

THIS MODIFICATION AGREEMENT ("Agreement") is made and entered into this 20TH day of JUNE, 1996 at Chicago, Illinois by and between DEVON BANK, AN ILLINOIS BANKING CORPORATION ("DEVON") AND BANK ONE CHICAGO, NA AS TRUSTEE U/T/A DATED JUNE 15, 1990 A/K/A TRUST #R-3739 ("Borrower").

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Borrower being indebted to Devon heretofore executed and delivered to it a certain Mortgage dated the 3RD day of JULY 1990 and recorded with the Recorder of Cook County, Illinois, as Document No. 90322644 conveying to BANK ONE CHICAGO, NA AS TRUSTEE U/T/A DATED JUNE 15, 1990 A/K/A TRUST #R-3739 the premises legally described therein. The Mortgage was given to secure payment of a Term Note in the principal sum of \$600,000.00 which is due and payable on the 3RD day of JULY, 1997.

Devon is the holder and owner of the Note and has herein been requested to modify the terms hereof so that the same shall become due and payable with interest at the rate as hereinafter set forth, which Devon has consented to do so and in consideration of the payments to be made as herein provided;

NOW THEREFORE, in consideration of the promises contained herein and Ten Dollars (\$10.00) and other good and valuable considerations paid by the Borrower to Devon, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to and with each other to modify the Note and Mortgage as follows:

1. The note is modified by increasing the principal balance thereof from \$600,000.00 to \$750,000.00.
2. The terms of payment set forth in the Note are hereby modified and extended so that the monthly payments are Six Thousand Three Hundred Forty Five and 54/100ths (\$6,345.54) of principal and interest beginning July 10, 1996 and continuing on the same day of each month thereafter with a final balance plus interest due at maturity, June 10, 2001.
3. The maturity date shall be changed from July 3, 1997 to June 10, 2001.
4. The interest rate will be modified to the rate of 9.00% fixed.

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BOX 169

OFF TITLE

41478 B

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IN WITNESS WHEREOF the parties hereto have executed this Modification Agreement the day and year first above written.

BANK ONE CHICAGO, NA AS TRUSTEE
U/T/A DATED JUNE 15, 1990 A/K/A
TRUST #R-3739

ATTEST:

~~"SEE SIGNATURE PAGE ATTACHED"~~

~~"SEE SIGNATURE PAGE ATTACHED"~~

STATE OF ILLINOIS)

COUNTY OF COOK)

SS
EXONERATION PROVISION RESTRICTING ANY
LIABILITY OF BANK ONE CHICAGO, NA HERETO
IS HEREBY EXPRESSLY MADE A PART HEREOF.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that BANK ONE CHICAGO, NA U/T/A DATED JUNE 15, 1990 A/K/A TRUST #R-3739 known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act for the uses and purposes as set forth therein.

GIVEN under my hand and notarial seal this _____ day of _____, 19____.

~~"SEE SIGNATURE PAGE ATTACHED"~~

NOTARY PUBLIC

My commission expires: _____

LEGAL DESCRIPTION

PARCEL I: THAT PART OF LOTS 5 AND 6 IN O. HUSE AND OTHERS SUBDIVISION OF BLOCK 52 IN ORIGINAL VILLAGE OF EVANSTON IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH LIES EAST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF SAID LOT 5, 18 FEET EAST OF THE NORTHWEST CORNER THEREOF TO A POINT IN THE SOUTH LINE OF SAID LOT 6, 37 FEET EAST OF THE SOUTHWEST CORNER THERETO AND NORTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID LOT 6, 0.18 FEET SOUTH OF THE NORTHEAST CORNER THERETO TO A POINT ON THE WEST LINE OF SAID LOT 6, 0.58 FEET SOUTH OF NORTHWEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL II: LOT 4 IN O. HUSE'S AND OTHERS SUBDIVISION OF BLOCK 52 IN EVANSTON EXCEPT FROM SAID LOT THAT PART THEREOF CONVEYED TO CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY BY WARRANTY DEED DATED NOVEMBER 12, 1908 AND RECORDED NOVEMBER 16, 1908 AS DOCUMENT NO. 4289805 IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. #11-18-317-011, 11-18-317-012 & 11-18-317-013

ADDRESS OF PROPERTY: 1504 SHERMAN AVENUE, EVANSTON, ILLINOIS

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PREPARED BY

&

MAIL TO:

DEVON BANK, ATTN. JOHN BURK

6445 N. WESTERN AVENUE, CHICAGO, IL, 60645

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This document is executed by Bank One, Chicago, NA, not personally, but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and the undersigned hereby represents that, to the best of its knowledge, it possesses full power and authority to execute this instrument. Further, this document has been executed solely upon the direction of the beneficiaries of this Trust who have the power to make such direction.

It is expressly understood and agreed that nothing herein shall be construed as creating any liability on the undersigned personally or to perform any covenants either expressed or implied herein. All such liability, if any, is hereby expressly waived by the party whose benefit this instrument is being executed and by every person now or hereafter claiming any right or security hereunder. That by acceptance of this instrument the party for whose benefit this instrument is being executed agrees to look solely to the premises hereby conveyed for the payoff thereof, by the enforcement of the lien hereby created, in the manner herein provided or by action to enforce the personal liability of the guarantor, if any, and not to the Trustee personally, for any liability and obligation created hereby.

Bank One, Chicago, NA, as Trustee under the aforesaid Trust Agreement has, to the best of its knowledge, no independent knowledge and has not conducted and will not conduct any investigation as to any environmental issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications or warranties, made, granted, extended or asserted whether expressly made or implied by any document to which this exculpation and the Trustee's signature is attached regardless of whether said issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications or warranties are contained herein, or formed a part of the consideration or inducement for the execution of this document to, or for the party whose benefit this instrument is being executed. Further, said Trustee hereby represents that, to the best of its knowledge, it does not now have, nor has it ever had, any use, possession, management or control rights or responsibilities with regard to the real property to which title is held by this Land Trust.

Trustee has affixed its exculpatory clause limiting the Trustee's liability under this document, and acceptance of this document by the party for whose benefit this instrument is being executed shall be deemed acceptance of the terms, conditions and provisions of this exculpatory provision.

Bank One, Chicago, NA

not personally, but as Trustee under
Trust No. 23739

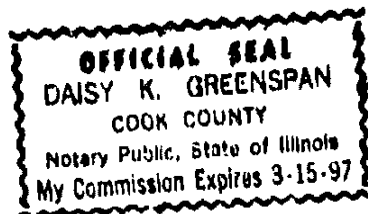
Attest: Charles W. Tranel
VICE PRESIDENT AND TRUST OFFICER

By: Catherine Cipolino
LAND TRUST OFFICER

State of Illinois
Cook County

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT the persons whose names are subscribed to the foregoing rider are personally known to me to be the duly authorized officers of Bank One, Chicago NA, and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing and caused the Corporate Seal to be affixed thereto 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 for the uses and purposes therein set forth.

Given under my hand and official seal this 24th day of June, 1996.



Daisy K. Greenspan
Notary Public

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