

# UNOFFICIAL COPY

96596497

THIS INSTRUMENT WAS  
PREPARED BY AND AFTER  
RECORDING SHOULD BE  
RETURNED TO:

David G. Spak, Esq.  
Horwood, Marcus & Braun Chtd.  
333 West Wacker Drive  
Suite 2800  
Chicago, Illinois 60606  
(312) 606-3200

DEPT-01 RECORDING \$63.50  
T#0009 TRAN 3897 08/05/96 09:41:00  
#9937 ÷ SK #-96-596497  
COOK COUNTY RECORDER

Property Address:

Permanent Index Numbers:

1000 Estes Avenue  
Elk Grove Village, Illinois 60007

08-34-100-012  
08-34-100-080  
08-34-100-036  
08-34-100-079

1715 Marcee  
Northbrook, Illinois 60062

04-10-303-034

*(Handwritten: 63.50 OK)*  
*(Handwritten: 1715 Marcee)*  
*(Handwritten: 19-48)*

## SECOND MODIFICATION OF LOAN AGREEMENT AND LOAN DOCUMENTS

This Second Modification of Loan Agreement and Loan Documents (this "Agreement") is made this 1st day of June, 1996, by and among WESTERN SPRINGS NATIONAL BANK AND TRUST ("Elk Grove Owner" not personally, but solely as Trustee under those certain Trust Agreements (i) dated March 8, 1990 ("Trust Agreement 3225") and known as Trust Number 3225 ("Trust 3225"), (ii) dated March 8, 1990 ("Trust Agreement 3238") and known as Trust Number 3238 ("Trust 3238"), and (iii) dated April 5, 1995 ("Trust Agreement 3483") (Trust Agreement 3225, Trust Agreement 3238 and Trust Agreement 3483 are collectively referred to herein as the "Elk Grove Trust Agreements") and known as Trust Number 3483 ("Trust 3483") (Trust 3225, Trust 3238 and Trust 3483 are collectively referred to herein as the "Elk Grove Trusts"), LASALLE NATIONAL TRUST, N.A. ("Northbrook Owner") (Elk Grove Owner and Northbrook Owner are collectively referred to herein as "Owner"), not personally, but solely as successor Trustee under that certain Trust Agreement dated July 25, 1979 (the "Northbrook Trust Agreement") (the Elk Grove Trust Agreements and the Northbrook Trust Agreement are collectively referred to herein as the "Trust Agreements") and known as Trust Number 25-2175-00 ("Trust 25-2175-00") (the Elk Grove Trusts and Trust 25-2175-00 are collectively referred to herein as the "Trusts"), MICHAEL J. MORAN ("Michael"), CAROLYN J. MORAN ("Carolyn") (Owner, Michael and Carolyn are sometimes hereinafter collectively referred to as "Borrower") and LASALLE BANK NI ("Lender"), an Illinois state banking association.

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7/14/08

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## WITNESSETH:

**WHEREAS**, Borrower has heretofore executed (a) that certain Installment Note dated January 10, 1996 (the "Improvements Note") in favor of Lender in the maximum principal amount of TWO MILLION NINE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY-FIVE AND 00/100 DOLLARS (\$2,940,265.00) and (b) that certain Installment Note dated January 10, 1996 (the "Supplemental Note") (the Improvements Note and the Supplemental Note are collectively referred to herein as the "Notes") in favor of Lender in the maximum principal amount of TWO HUNDRED FIVE THOUSAND AND 00/100 DOLLARS (\$205,000.00);

**WHEREAS**, the Notes are governed and secured by, among other things, that certain Loan Agreement dated the date of the Notes (the "Loan Agreement") by and between Borrower and Lender, governing the use of the proceeds of the Loan evidenced by the Note with respect to certain property (the "Property") legally described in Exhibits A-1 and A-2, attached hereto and made a part hereof by this reference;

**WHEREAS**, Borrower and Lender entered into that certain Modification of Loan Agreement and Loan Documents dated as of April 1, 1996 (the "First Modification"), pursuant to which the Construction Period (as defined in the Loan Agreement) was extended through May 31, 1996;

**WHEREAS**, the Notes, the Loan Agreement, the First Modification and all other documents and instruments governing, securing, modifying or entered into in connection with the Notes or entered into in connection with the loan evidenced by the Notes (the "Loan") are hereinafter collectively referred to as the "Loan Documents"; and

**WHEREAS**, Lender and Borrower now desire to modify the Loan Agreement and the other Loan Documents by further modifying the Construction Period.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby ratify and confirm the foregoing recitals and covenant and agree as follows:

1. **Construction Period.** The Construction Period, as defined in Paragraph 7.2(c) of the Loan Agreement and Section I.B of the Note and extended by the First Modification, is hereby modified by extending the expiration date thereof thirty (30) days to and through June 30, 1996. The modification of the Loan Agreement and the other Loan Documents set forth in this Agreement shall in no way modify any other term contained in any of the Loan Documents,

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including, without limitation, the Adjustment Dates or the Maturity Date, as defined in the Improvements Note with respect to that portion of the Loan evidenced thereby and as defined in the Supplemental Note with respect to that portion of the Loan evidenced thereby.

**2. Affirmation of Warranties and Representations.** Borrower hereby affirms all of the warranties, covenants, undertakings, pledges, and representations it made in the Loan Agreement and the other Loan Documents. Borrower hereby renews all of said warranties, covenants, undertakings, pledges, and representations in favor of Lender and remakes the same as of the date hereof as fully and with the same force and effect as if repeated herein at length and dated the date hereof.

**3. No Default.** Borrower hereby acknowledges and agrees that, to the best of Borrower's knowledge, Lender is not in default of any of its obligations and no state of facts exist which, with the passage of time, the giving of notice, or both, would constitute a default under the Notes or any other Loan Document and Lender has the right to collect all indebtedness evidenced by the Notes, as modified herein, and to enforce any and all of its rights and remedies under the Loan Documents.

**4. Further Modifications.** Borrower acknowledges and agrees that by Lender's agreeing to the modifications of the terms and conditions of the Loan and the Loan Documents, as set forth in Paragraph 1 of this Agreement, Lender shall not be in any way obligated to further modify, extend or amend the Loan or the Loan Documents or to forebear or forestall any collection efforts or other remedies it may have under the Loan Documents or at law or otherwise.

**5. No Impairment.** Borrower and Lender intend that this Agreement shall not in any manner constitute a novation and shall in no way adversely affect, diminish or impair the Loan Agreement, the other Loan Documents, or the liens created thereby securing the payment of the indebtedness evidenced by the Notes and that such liens are and shall be and remain prior liens and shall not in any manner be waived or subordinated, the purpose of this Agreement being to carry forward all liens securing the indebtedness, which are acknowledged by the parties hereto to be valid and subsisting. If this Agreement or any part hereof shall be construed or shall operate to affect the priority of the Mortgage, as defined in the Loan Agreement, then to the extent this Agreement creates a charge on the Property encumbered by the Mortgage, in excess of that contemplated and permitted thereby, and to the extent third parties acquiring an interest in the Property between the time the Mortgage was recorded and the time this Agreement is entered into are

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prejudiced hereby, if any, this Agreement shall, at Lender's option, be void and of no force and effect.

## 6. Miscellaneous.

a. No Other Effect. The parties hereby agree that, as of the date hereof, any and all of the terms and provisions of the Notes, the other Loan Documents and any and all other documents, instruments or agreements evidencing, regulating, securing, amending, modifying or pertaining to the indebtedness evidenced by the Notes shall, except as modified herein, remain unchanged and the Loan Documents, and such other documents, instruments and agreements as modified hereby, are in full force and effect.

b. Applicable Law. This Agreement shall be governed and construed under the laws of the State of Illinois, without reference to the conflict of laws provisions of the laws of that State or any other state.

c. Validity and Interpretation. If this Agreement, or any part thereof, is hereafter determined by any court of competent jurisdiction to violate the requirements of any law, regulation, or ordinance (a "Determination"), the Notes, the Loan Agreement, or the other Loan Documents so affected shall be deemed to be amended nunc pro tunc to the extent required to avoid such a Determination impinging upon or in any way restricting the validity, enforceability or effect of the Notes, the Loan Agreement and the other Loan Documents. The Notes, this Agreement, the Loan Agreement, and the other Loan Documents shall be read with the violative provisions stricken and shall be effective and enforceable at least to the extent as written prior to the particular modification thereof giving rise to a Determination. To the extent this Agreement is not invalid or in violation of any law, the Notes, the Loan Agreement and the other Loan Documents shall be given full force and effect.

d. Definitions. Terms which are not otherwise defined herein shall have the meanings ascribed thereto in the Notes and the Loan Agreement, provided, however, that the term "Loan Documents" also shall include and refer to this Agreement.

e. Incorporation of Recitals. The recitals set forth at the outset of this Agreement are incorporated herein by this reference as fully and with the same force and effect as if repeated herein at length.

f. Notices. Any notice, demand, request or other communication which any party may desire or may be required to

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give to any other party shall be given according to the provisions of the Loan Agreement.

g. Headings. The use of paragraph headings and of singular or plural, masculine, feminine or neuter nouns and pronouns is for convenience only and shall not affect the construction to be given to any of the provisions hereof.

h. Amendments. No provision of this Agreement may be changed, altered or modified except by a writing signed by Lender and Borrower, nor may compliance with any provision be waived, by course of dealing or otherwise, except by a writing signed by the party or parties sought to be charged with such waiver.

i. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same agreement.

This instrument is executed by LaSALLE NATIONAL TRUST, N.A., 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. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSALLE NATIONAL TRUST, N.A. are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSALLE NATIONAL TRUST, N.A. by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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

**LENDER:**

**LASALLE BANK NI,**  
an Illinois state banking  
association

By: [Signature]  
Printed Name: ANDREW J. CAMERON  
Its: VICE PRESIDENT

**BORROWER:**

**WESTERN SPRINGS NATIONAL BANK  
AND TRUST,** not personally, but  
solely as Trustee under that  
certain Trust Agreement dated  
March 8, 1990 and known as  
Trust Number 3225

RIDER ATTACHED HERETO IS EXPRESSLY  
MADE A PART HEREOF

By: [Signature]  
Printed Name: SHIRLEY M. NOLAN  
Its: TRUST OFFICER

**WESTERN SPRINGS NATIONAL BANK  
AND TRUST,** not personally, but  
solely as Trustee under that  
certain Trust Agreement dated  
March 8, 1990 and known as  
Trust Number 3238

RIDER ATTACHED HERETO IS EXPRESSLY  
MADE A PART HEREOF

By: [Signature]  
Printed Name: SHIRLEY M. NOLAN  
Its: TRUST OFFICER

**WESTERN SPRINGS NATIONAL BANK  
AND TRUST,** not personally, but  
solely as Trustee under that  
certain Trust Agreement dated  
April 5, 1995 and known as  
Trust Number 3483

RIDER ATTACHED HERETO IS EXPRESSLY  
MADE A PART HEREOF

By: [Signature]  
Printed Name: SHIRLEY M. NOLAN  
Its: TRUST OFFICER

(Signatures Continued on Following Page)

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(Signatures Continued from Preceding Page)

LASALLE NATIONAL TRUST, N.A. ,  
not personally, but solely as  
successor Trustee under that  
certain Trust Agreement dated  
July 25, 1979 and known as  
Trust Number 25-2175-00

By: Rosemary Collins  
Printed Name: Rosemary Collins  
Its: ASSISTANT VICE PRESIDENT

Michael J. Moran  
Michael J. Moran

Carolyn J. Moran  
Carolyn J. Moran

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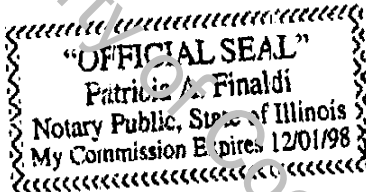
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Patricia A. Finaldi, a Notary Public in and for said County, in the State aforesaid, do hereby certify that STUBBS, JR.,, the TRUST OFFICER of Western Springs Bank and Trust, as Trustee aforesaid, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such TRUST OFFICER, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer of said Trustee, as his own free and voluntary act and as the free and voluntary act of said Trustee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18<sup>th</sup> day of July, 1996.



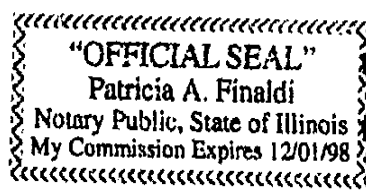
Patricia A. Finaldi  
Notary Public

My Commission Expires: 12/1/98

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Patricia A. Finaldi, a Notary Public in and for said County, in the State aforesaid, do hereby certify that STUBBS, JR.,, the TRUST OFFICER of Western Springs Bank and Trust, as Trustee aforesaid, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such TRUST OFFICER, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer of said Trustee, as his own free and voluntary act and as the free and voluntary act of said Trustee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18<sup>th</sup> day of July, 1996.



Patricia A. Finaldi  
Notary Public

My Commission Expires: 12/1/98

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Laura V. Ulery, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael J. Moran, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5<sup>th</sup> day of JUNE, 1996.



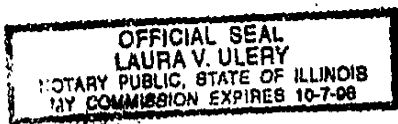
Laura V. Ulery  
Notary Public

My Commission Expires: 10/7/98

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Laura V. Ulery, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Carolyn J. Moran, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5<sup>th</sup> day of JUNE, 1996.



Laura V. Ulery  
Notary Public

My Commission Expires: 10/7/98

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EXHIBIT A-1

LEGAL DESCRIPTION  
(ELK GROVE PROPERTY)

Property of Cook County Clerk's Office

72-043.6\8639.003\0:

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EXHIBIT A-2

LEGAL DESCRIPTION  
(NORTHBROOK PROPERTY)

Property of Cook County Clerk's Office

96996-127

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## EXHIBIT A - 1

### LEGAL DESCRIPTION - ELK GROVE PROPERTY

PARCEL 1:

LOT 250 IN CENTEX INDUSTRIAL PARK UNIT 138, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 25 FEET OF LOT 121 IN CENTEX INDUSTRIAL PARK UNIT 87, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 107 IN CENTEX INDUSTRIAL PARK UNIT 76, A SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 121 (EXCEPT THE WEST 25 FEET THEREOF) IN CENTEX INDUSTRIAL PARK UNIT 87, A SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 1000 Estes Avenue  
Elk Grove Village, Illinois

P.I.N. 08-34-100-012  
08-34-100-020  
08-34-100-036  
08-34-100-079

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EXHIBIT A - 2

## LEGAL DESCRIPTION - NORTHBROOK PROPERTY

Lot 8 in Northbrook Oaks, being a Subdivision of part of Lot 6 in Assessor's Division of the South 1/2 of the North West 1/4 and the North 1/2 of the South West 1/4 of Section 10, Township 42 North Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

96037862

Property Address:

1715 Marcee Lane  
Northbrook, Illinois

P.I.N.

04-10-303-034

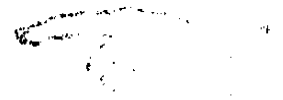


MAIL TO  
LASALLE BANK  
1200 STERLING Rd  
Northbrook IL 60062

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## MORTGAGE EXONERATION RIDER

This MORTGAGE is executed by WESTERN SPRINGS NATIONAL BANK AND TRUST, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said WESTERN SPRINGS NATIONAL BANK AND TRUST, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said WESTERN SPRINGS NATIONAL BANK AND TRUST personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said WESTERN SPRINGS NATIONAL BANK AND TRUST personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

WESTERN SPRINGS NATIONAL BANK AND TRUST  
AS TRUSTEE AND NOT PERSONALLY.

BY: \_\_\_\_\_

*Shirley M. Nolan*  
*Trust Officer*

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