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This Document Prepared By  
and return after recording to:

96686693

Maria D. Cousino  
LaSalle Northwest National Bank  
4747 West Irving Park Road  
Chicago, IL 60641

DEPT-01 RECORDING \$29.00  
T40012 TRAN 1947 09/09/96 10:15:00  
#6948 # CG #-96-686693  
COOK COUNTY RECORDER

*1 all*  
*7307146 OF*

## MODIFICATION AND EXTENSION TO PROMISSORY NOTE, MORTGAGE, AND ASSIGNMENT OF RENTS AND LEASES

This Modification and Extension to Promissory Note, Mortgage, and Assignment of Rents and Leases entered into this 15th day of April 1996, by and between LaSalle National Trust, N.A., as Successor Trustee to LaSalle National Bank, an Illinois corporation, not personally but as Trustee under Trust Agreement dated 06-08-72 and known as Trust No. 44192 (hereinafter referred to as "Mortgagor") and LaSalle Northwest National Bank (hereinafter referred to as "Mortgagee").

### WITNESSETH:

WHEREAS, Mortgagor is a party to a Note dated April 15, 1991 in the principal amount of \$1,200,000.00 (the "Promissory Note") in favor of LaSalle Northwest National Bank (the "Bank"), which Promissory Note is secured by the Mortgage dated April 15, 1991 (the "Mortgage") which was recorded on July 18, 1991 as Document No. LR3980956 with the County of Cook, State of Illinois; and

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WHEREAS, as additional security for the indebtedness evidenced by the Promissory Note, Mortgagor executed an Assignment of Rents and Leases dated April 15, 1991 which was recorded on July 18, 1991 as Document No. LR3980957 in the County of Cook, State of Illinois; and

WHEREAS, the principal amount of \$1,080,227.11 remains unpaid as of the date hereof on the Note; and

WHEREAS, Mortgagee has agreed to modify and extend the aforementioned Promissory Note, Mortgage and Assignment of Rents and Leases on the terms and conditions as set forth herein;

WHEREAS, Mortgagor recognizes and affirms that the lien of the aforesaid Mortgage and Assignment of Rents and Leases is a valid and subsisting lien on the real property located in Cook County, State of Illinois described in Exhibit "A" attached hereto and incorporated by reference herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and upon the express condition that the lien of the Promissory Note, Mortgage, and Assignment of Rents and Leases is a valid and subsisting lien on the premises legally described in Exhibit "A" and on the further condition that the execution of this Modification and Extension of the Promissory Note, Mortgage, and Assignment of Rents and Leases will not impair the lien of said Mortgage and Assignment of Rents and Leases and that it is understood that upon a breach of said conditions or either of them, that this Agreement will not take effect and shall be void;

## IT IS HEREBY AGREED AS FOLLOWS:

1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.

2. The Mortgagor hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Promissory Note, Mortgage, and Assignment of Rents and Leases to be performed by Mortgagor therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Mortgage and Assignment of Rents and Leases.

3. IT IS FURTHER AGREED, HOWEVER, that the Promissory Note, Mortgage, and Assignment of Rents and Leases on which there is an outstanding balance of \$1,080,227.11 and which is due currently to be paid in full no later than April 15, 1996 shall be modified and extended to mature on July 12, 1996. Said note will bear interest from the date hereof at a per annum rate of Ten (10%) percent. Principal and interest are payable monthly on the 15th day of each month commencing on May 15, 1996 in monthly

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installments of \$11,590.00 with a final payment of all unpaid principal and interest due and payable on the 12th day of July 1996. All payments shall be made in lawful money of the United States at the offices of LASALLE NORTHWEST NATIONAL BANK, 4747 West Irving Park Road, Chicago, Illinois 60641, or such other place that the holder may from time to time in writing elect.

4. Said Promissory Note, Mortgage, and Assignment of Rents and Leases as modified and extended is subject to all the provisions contained in said Promissory Note, Mortgage, and Assignment of Rents and Leases and Mortgagor specifically agrees, recognizes and affirms the Promissory Note, Mortgage, and Assignment of Rents and Leases are modified and extended to secure the performance of all those covenants, agreements and conditions contained in all the instruments pertaining to the repayment of the Note.

5. Mortgagor agrees that if a default is made in the payment of any principal or interest in the Note as modified and extended when due or if there shall be any other breach or default of the terms, conditions and covenants of the Promissory Note, Mortgage, and Assignment of Rents and Leases, and any Guaranty or other instrument securing repayment of the Promissory Note, then the entire principal balance, together with all accrued interest shall at the option of the Mortgagee, as holder of the Note, become due and payable immediately without further notice.

6. All the real property described in the Mortgage and Assignment of Rents and Leases shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and Assignment of Rents and Leases and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance affected by the Mortgage except as expressly provided herein.

7. The term "Promissory Note" as used herein shall be construed to mean the Promissory Note and the Promissory Note as extended, and modified herein or by any other instrument evidencing the indebtedness referred to herein.

8. The original signed copy of this Modification and Extension shall be duly recorded with the Recorder of Deeds of Cook County, Illinois. This Modification and Extension together with the original Promissory Note, Mortgage, and Assignment of Rents and Leases shall constitute the terms and conditions of the of the agreement and be binding upon Mortgagor and their successors and assigns.

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IN WITNESS WHEREOF, LaSalle National Trust, N. A., as Successor Trustee to LaSalle National Bank, and Illinois corporation, not personally but as Trustee aforesaid, has caused these presents to be signed by one of its Vice Presidents, or Assistant Vice Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

SEE HEREIN AFFIXED SEAL AND MAKE A GOOD RECORD

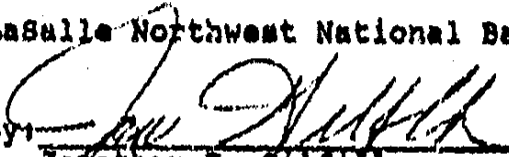
LaSalle National Trust, N.A., as Successor Trustee to LaSalle National Bank, and Illinois corporation, not personally, but as Trustee under Trust Agreement dated 06-08-72 AKA Trust No. 44192

By:   
Vice President

Attest:

  
Assistant Secretary

LaSalle Northwest National Bank

By:   
Jonathan P. Gillilan  
Vice President

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, and in accordance with the provisions, stipulations, and conditions contained in the instrument by LASALLE NATIONAL TRUST, N.A. and dated 06-08-72 AKA Trust No. 44192, and not individually and not jointly with any other party, and no personal liability shall be asserted or be collectible 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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## EXHIBIT "A"

Property  
Registrar's Office

THAT PART OF LOT THREE (3) IN MARCO-HILLSIDE CENTER FOR INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 900 FEET (MEASURED AT RIGHT ANGLES) OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLE, ON JUNE 2, 1972, AS DOCUMENT NUMBER 2626962, AND RECORDED MAY 31, 1972 AS DOCUMENT NUMBER 21921622 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 3, TO A POINT WHICH IS 309.57 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 3 (AS MEASURED ALONG THE NORTH LINE OF SAID LOT 3 THEREOF); THENCE SOUTHERLY ALONG A LINE TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 3, WHICH IS 306.51 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 3 (AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 3 THEREOF); THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 522.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 325.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS AND CONTAINING 3.8910 ACRES, MORE OR LESS.

PROPERTY ADDRESS: 4161-4190 MADISON STREET  
HILLSIDE, IL 60162

PIN# 15-17-201-014-0000, 15-17-201-019-0000, ~~15-17-201-014-0000~~

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