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## SUPPLEMENT AND MODIFICATION TO TRUST DEED AND NOTE

1409-7076267  
 This Supplement and Modification to Trust Deed and Note entered into this 10th day of September, 1996, between PlainsBank of Illinois, N.A., a national banking association (hereinafter referred to as "Mortgagee") and CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 12, 1986 AND KNOWN AS TRUST NUMBER: 1089025 WHOSE ADDRESS IS 111 WEST WASHINGTON, CHICAGO, ILLINOIS, 60602 (hereinafter referred to as "Mortgagor") for the purpose of amending that certain Principal Note ("Note") and Trust Deed made and delivered by the Mortgagor to the Mortgagee payable to PlainsBank of Illinois, N.A., and dated June 22, 1987 for the principal sum of FOUR HUNDRED THIRTY TWO THOUSAND AND NO/100---DOLLARS (\$432,000.00) ("Note");

WITNESSETH

9/28/00

WHEREAS, Mortgagor is justly indebted to Mortgagee as of the date of this Agreement in the principal amount of \$305,119.30 as is evidenced by a note secured by a certain Trust Deed to PlainsBank of Illinois, N.A., a national banking association, dated June 22, 1987 which was recorded on July 14, 1987 in the office of the Cook County Recorder of Deeds, state of Illinois, as Document 87386480, on the following descibed real estate:

LOT 70 IN PALWAUKEE BUSINESS CENTER FIRST RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as : 562 Chaddick Drive, Wheeling, Illinois

Permanent index number: 03-11-407--021-0000

DEPT-01 RECORDING	\$31.00
T#0012 TRAN 3238 12/02/96 13:29:00	
#2925 #D7 *-96-909712	
COOK COUNTY RECORDER	
DEPT-10 PENALTY	\$28.00

WHEREAS, Mortgagee has agreed to supplement and modify the aforementioned Trust Deed and Note; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and upon the expressed condition that the lien of the aforesaid Trust Deed held by the Mortgagee is a valid and subsisting lien on the premises described above and on the further condition that the execution of this Supplement and Modification of Trust Deed and Note will not impair the lien of said Trust Deed and that it is understood that a breach of conditions of either of them, that this Agreement will not take effect and shall be void.

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BOX 333-CTI

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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 said Trust Deed to be performed by the 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 Trust Deed.
3. It is further agreed, however, that the Note on which there is an outstanding principal balance of \$305,119.30 plus interest and which is due currently to be paid in full no later than July 1, 1997 will be extended to mature on September 1, 2001 and will be increased by \$44,880.70 to \$350,000.00. Said Note will bear interest from the date hereof at fixed rate of EIGHT AND THREE-QUARTERS PERCENT (8.75%) per annum. This note is to be paid in fifty-nine (59) monthly principal and interest payments in the amount of \$4,386.45 beginning October 1, 1996 and on the same day of each month thereafter until the maturity date of September 1, 2001 at which time all unpaid principal and interest is due and payable. All payments shall be made in lawful money of the United States at the office of PlainsBank of Illinois, N.A., 678 Lee Street, Des Plaines, Illinois, 60016, or such other place that the holder may from time to time in writing appoint.

Any pre-payment of the loan will be subject to a penalty on the amount prepaid at any time prior to maturity at five percent (5.00%) through the first anniversary of the loan, declining by one percent (1.00%) through each anniversary date thereafter until maturity.

4. Said Trust Deed and Note as supplemented and modified are subject to all the provisions contained in said Trust Deed and Note, and Mortgagor hereby specifically agrees to secure the performance of all the covenants, agreements and conditions contained in all the instruments pertaining to the repayment of said Note.
5. Mortgagor agrees that if a default is made in the payment of any principal and interest in the aforesaid Note, as supplemented and modified, when due or if there shall be any other breach or default of the terms, conditions and covenants of the Trust Deed and Note, then the entire principal balance, together with all interest accrued thereon, shall at the option of the Mortgagee become due and payable immediately without further notice.
6. All of the real property described in the aforementioned Trust Deed shall remain in all respects subject to the lien, charge and encumbrance of said Mortgage and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance

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affected by said Trust Deed except as expressly provided herein.

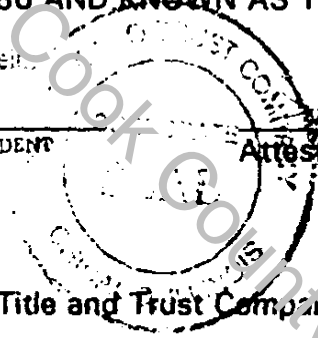
- 7. The word "Note" as used herein shall be construed to mean the Note and the Note as modified and supplemented herein or by any other instrument evidencing the indebtedness referred to herein.
- 8. The original signed copy of this supplement and modification may be recorded with the Recorder of Deeds in Cook County, state of Illinois. This supplement and modification together with the original Trust Deed and Note shall constitute the terms and conditions of the Trust Deed and Note and be binding upon the Trust Deed and its successor and assigns.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have hereunto set their seal this tenth day of September, 1996.

THE CHICAGO TRUST COMPANY, formerly  
CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT  
DATED SEPTEMBER 12, 1986 AND KNOWN AS TRUST NUMBER 1089025

and rider incorporated herein.

Susan Becker Trust Officer ASST. VICE PRESIDENT  
Viola Ben-Ami Attest: Asst. Secretary



Consent Given by: Chicago Title and Trust Company, Trustee

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PLAINSBANK OF ILLINOIS, N.A.

Dennis R. Oster  
 BY: Dennis R. Oster,  
 Vice President

Cornelia Grunst  
 Attest: Cornelia Grunst,  
 Vice President Corporate  
 Affairs and Communications

This document prepared by: Viola Ben-Ami

MAILING INSTRUCTIONS: PLAINSBANK OF ILLINOIS, N.A.  
 COMMERCIAL BANKING DEPARTMENT  
 678 LEE STREET

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## EXCULPATORY CLAUSE FOR THE CHICAGO 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 The Chicago 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.

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DES PLAINES, ILLINOIS 60016

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that SUSAN BECKER  
ASST. VICE PRESIDENT, Trust Officer of  
THE CHICAGO TRUST COMPANY (Bank), and  
Sheila Davoport Asst. Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. VICE PRESIDENT, Trust Officer and Asst. 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 act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth, and the said ASST. VICE PRESIDENT and there acknowledged that said ASST. VICE PRESIDENT as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said ASST. VICE PRESIDENT own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this 8th day of October, 1996.

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Tereba Wesclitz  
Notary Public  
My commission expires: \_\_\_\_\_

.....  
"OFFICIAL SEAL"  
TEREBA WESCLITZ  
Notary Public, State of Illinois  
My Commission Expires 4/4/96  
.....

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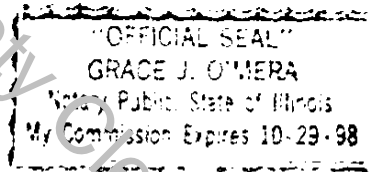
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STATE OF ILLINOIS )  
COUNTY OF COOK )

I, Grace O'Mera, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Dennis R. Oster, Vice President, of PLAINSBANK OF ILLINOIS, N.A., and Cornelia Grunst, Vice President Corporate Affairs and Communications of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Vice President Corporate Affairs and Communications, respectively, 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 Bank, for the uses and purposes therein set forth; and the said Bank then and there acknowledged that, as custodian of the corporate seal of said Bank, she did affix said corporate seal to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this 7th day of October, 1996.

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Grace J. O'Mera  
Notary Public  
My commission expires: 10-29-98



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