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This Document Prepared By
and return after recording to:

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

: DEPT-01 RECORDING \$39.50
: T#0013 TRAN 2896 02/15/96 12:26:00
: #9261 # FM *-96-123593
: COOK COUNTY RECORDER



96123593

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 1st day of January 1996, by and between Cole Taylor Bank, formerly known as Ford City Bank and Trust Co. as Trustee under Trust Agreement dated 02-10-86 and known as Trust No. 4509 (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 December 16, 1992 in the principal amount of \$1,000,000.00 (the "Promissory Note") in favor of LaSalle Northwest National Bank (the "Bank"), which Promissory Note is secured by the Mortgage dated December 16, 1992 (the "Mortgage") which was recorded on January 4, 1993 as Document No. 93000515 with the County of Cook, State of Illinois; and

WHEREAS, as additional security for the indebtedness evidenced by the Promissory Note, Mortgagor executed an Assignment of Rents and Leases dated December 16, 1992 which was recorded on January 4, 1993 as Document No. 93000516 in the County of Cook, State of Illinois; and

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WHEREAS, the principal amount of \$933,323.68 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 affect 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 \$933,323.68 and which is due currently to be paid in full no later than January 1, 1996 shall be modified and extended to mature on January 1, 1998. Said note will bear interest from the date hereof at a per annum rate of Eight (8%) percent. Principal and interest are payable monthly on the 1st day of each month commencing on January 1, 1996 in monthly installments of \$8,364.00 with a final payment of all unpaid principal and interest due and payable on the 1st day of January 1998. 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

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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 Promissory Note, Mortgage, and Assignment of Rents and Leases and be binding upon Mortgagor and their successors and assigns.

9. Modification and Extension will not occur until Mortgagor pays Mortgagee a fee of \$4,884.00.

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IN WITNESS WHEREOF, Cole Taylor Bank, formerly known as Ford City Bank and Trust Co. 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.

Cole Taylor Bank, formerly known as Ford City Bank and Trust Co. not personally, but as Trustee under Trust Agreement dated 02-10-86 AKA Trust No. 4509

By: Constance E. Conidine
Vice President LAND TRUST OFFICER

Attest:

Trustee's Expiration Rider Attached Hereto And Made A Part Hereof

Lucille C. Hart
Assistant Secretary
LAND TRUST OFFICER

LaSalle Northwest National Bank

By: Jonathan P. Gilfillan
Jonathan P. Gilfillan
Vice President

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GENERAL EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein 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 Land Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking 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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EXHIBIT

LEGAL DESCRIPTION

PARCEL 1:

That part of Block 12 in Van Vlissingen Heights Subdivision; a Subdivision of parts of the East 2/3 of the North West 1/4 and the West 1/2 of the North East 1/4 North of the Indian Boundary Line of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, according to the plan thereof recorded May 25, 1936 as Document 93866759 bounded and described as follows:

Commencing at a point 23 feet North of the South line and 136 feet 5 1/2 inches East of the West line of Lot 14 in said Block 12, proceeding 123 feet East therefrom; Thence North 173 feet; Thence West 125 feet; Thence South 173 feet to point of beginning, in Cook County, Illinois.

PARCEL 2:

That part of Block 12 in Van Vlissingen Heights Subdivision, aforesaid bounded and described as follows:

Commencing at a point 59 feet North of the South Line and 71 feet East of the West line of Lot 14 in said Block 12 proceeding 65 feet 5 1/2 inches East therefrom; Thence North 105 feet, 5 inches; Thence West 65 feet 5 1/2 inches; Thence South 105 feet 6 inches to the point of beginning, in Cook County, Illinois

PARCEL 3:

Lots 1 and 2 and the West 7 feet of Lot 3 in Block 1 and the North 1/2 of the vacated East and West alley lying South of and adjoining said Lots 1 and 2 and the West 7 feet of Lot 3 in said Block 1 and the East 1/2 of vacated Chappel Avenue lying West of Lot 1 in Block 1 and lying West of and adjoining the North 1/2 of the vacated East and West alley lying South of and adjoining Lot 1 in Block 1 all in Van Vlissingen Heights Subdivision aforesaid.

ALSO,

Lots 1 to 10, both inclusive, and the North 1/2 of the vacated East and West alley lying South of and adjoining said Lots 1 to 10, both inclusive, in Block 12 and the West 1/2 of that part vacated Chappel Avenue lying East of and adjoining said Lot 10 in Block 12 and lying East of and adjoining the North 1/2 of said vacated East and West alley, also Lots 11 to 14, both inclusive, and Lots 33 to 36, both inclusive, and all that part of the vacated North and South alley lying between and adjoining said Lots 11 to 14, both inclusive, and 33 to 36 both inclusive and the South 1/2 of the vacated East and West alley lying North of and adjoining

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said Lots 11 and 33 and lying North, 33 and adjoining said vacated North and South alley in Block 12, also that part of the West 6 feet of vacated Chappel Avenue lying East of and adjoining said Lots 35 to 38 both inclusive (except the South 5 feet of Lot 38) and lying East of and adjoining said South 1/2 of said vacated East and West alley in Block 12 all in Van Vlissingen Heights Subdivision aforesaid excepting therefrom Parcels 1 and 2 above described, in Cook County, Illinois.

PARCEL 4:

Lot 3 (except the West 7 feet thereof) Lot 4 and the West 7 feet of Lot 5 in Block 1 and the North 1/2 of the vacated East and West alley lying South of and adjoining said Lot 3 (except the West 7 feet thereof); Lot 4 and the West 7 feet of Lot 5 in said Block 1 all in Van Vlissingen Heights Subdivision, a Subdivision of parts of the East 2/3 of the North West 1/4 and the West 1/2 of the North East 1/4 North of the Indian Boundary Line of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded May 25, 1926 as Document Number 9283759, in Cook County, Illinois.

PARCEL 5:

Lot 5 (except the West 7 feet thereof) and Lots 6 to 12, both inclusive, in Block 1 in Van Vlissingen Heights, a Subdivision of part of the East 2/3 of the North West 1/4 and the West 1/2 of the North East 1/4 North of the Indian Boundary Line of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 6:

The North 1/2 of the vacated East and West alley lying South and adjoining Lot 3 (except the West 7 feet thereof) and Lots 6 to 12, both inclusive, in Block 1 in Van Vlissingen Heights aforesaid, in Cook County, Illinois.

PARCEL 7:

Lots 1 to 11, both inclusive, in Block 12 in Hugh Maginnis 95th Street Subdivision of the East 1/2 of the West 1/2 of the North East 1/4 of fractional Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, North of the Indian Boundary Line, in Cook County, Illinois.

PARCEL 8:

Lots 15 through 18 and the North 19.59 feet of Lot 19 in Block 12; together with all of the vacated North and South alley lying East of and adjoining the aforesaid Lots in Van Vlissingen Heights, a Subdivision of parts of the East 2/3 of the North West 1/4 and the West 1/2 of the North East 1/4 North of Indian Boundary Line of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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LEGAL DESCRIPTION CONTINUED

PARCEL 9

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL
8 AS CREATED IN INSTRUMENT RECORDED AS DOCUMENT NUMBER
20439019.

TAX NUMBERS: 25-12-200-043
25-12-201-080
25-12-201-079
25-12-201-077
25-12-201-078
25-12-200-040
25-12-200-044
25-12-200-039

STREET ADDRESS: East 95th Street and South Jeffrey Avenue
Chicago, Illinois

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