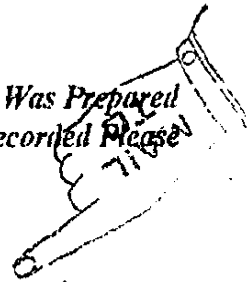


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*This Instrument Was Prepared
By And When Recorded Please
Return To:*



NBD BANK
100 East Higgins Road
Elk Grove Village, Illinois 60007

96128779

DEPT-01 RECORDING \$47.50
T#0011 TRAN 0432 02/20/96 11:03:00
#8960 # RV *-96-128779
COOK COUNTY RECORDER

SECOND MODIFICATION AGREEMENT

RE: Loan #9029583/0001

\$7.50 m.

THIS SECOND MODIFICATION AGREEMENT (this "Agreement") is entered into and is effective as of January 15, 1996 among the following parties:

HARRIS BANK PALATINE, N.A., AS SUCCESSOR TRUSTEE TO
Harris Bank Roselle, not personally, but solely as Trustee under Trust
Agreement dated August 26, 1986 and known as Trust No. 12512 (the
"Trust" and the "Borrower");

Barbara J. Triphahn, Scott R. Triphahn, and Stephen T. Triphahn
collectively, (the "Beneficiaries" and the "Guarantors")

(the Borrower and Guarantors are sometimes hereinafter collectively referred to as the
"Obligors"), and NBD Bank, an Illinois banking corporation, successor by merger NBD
Woodfield Bank formerly known as USAmeribanc/Woodfield (the "Bank"), having its principal
office at 211 S. Wheaton Avenue, Wheaton, Illinois 60187.

RECITALS:

A. Bank has previously loaned to Borrower the original principal sum of Five
Hundred Fifteen Thousand Dollars (\$515,000.00) (the "Loan"). The Loan is evidenced by a
certain Instalment Note (the "Original Note") dated April 30, 1987, made by Borrower to the
order of Bank in the original principal amount of \$515,000.00. The Original Note has been
amended by a certain Modification Agreement (the "First Amendment") dated as of May 20,
1992, among Borrower and Bank and acknowledged by the Guarantors and recorded in the
Office of the Cook County, Illinois Recorder as Document No. 92464887. The Original Note, as
amended by the First Amendment, is hereinafter referred to as the "Note."

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05/18/2011

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B. The Note is secured, inter alia, by the following (collectively, with the Note, the "Loan Documents"):

(i) Trust Deed (the "Original Mortgage") dated April 30, 1987 made by Borrower in favor of Bank and recorded in the Office of the Cook County, Illinois Recorder as Document No. LR 3622781, and encumbering the real estate legally described on Exhibit A attached hereto, together with all improvements now or hereafter located thereon (collectively, the "Property"); as amended by the First Amendment (the Original Mortgage, as amended by the First Amendment, is hereinafter referred to as the "Mortgage");

(ii) Assignment of Rents dated April 30, 1987, made by Borrower in favor of Bank and recorded in the Office of the Cook County, Illinois Recorder as Document No. LR 3622782, as amended by the First Amendment;

(iii) Security Agreement (Assignment of Beneficial Interest) dated April 30, 1987, made by Beneficiaries in favor of Bank as amended by the First Amendment; and

(iv) Guaranty (the "Guaranty") dated April 30, 1987, made by the Guarantors, jointly and severally, in favor of Bank as amended by the First Amendment;

C. Obligors have requested to convert to a fixed interest rate on the loan. Bank has agreed to said fixed interest rate, subject to each Obligor's agreeing to the terms, provisions and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

I. INCORPORATION OF THE RECITALS. The Recitals set forth above are hereby incorporated herein by reference and made a part hereof.

II. NOTE.

1. As of the date hereof, the parties hereto acknowledge and agree that the outstanding principal amount of the Note is \$327,378.55.

2. Effective as of the date hereof, the interest rate and payment provisions of the Note, and the First Amendment, are deleted and the following substituted in lieu thereof:

(a) Interest shall accrue on the outstanding principal balance of this Note at an annual rate (the "Loan Rate") equal to eight and one-half percent (8.50%). The Loan Rate shall (i) be computed on the basis of a year consisting of 360 days, and (ii) be charged for the actual number of days elapsed within the period for which interest is being charged.

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(b) Commencing on January 15, 1996, and continuing on the day of each month thereafter, Borrower shall pay to Bank an equal monthly installment of principal and interest in the amount of \$4,500.00. The outstanding principal balance of this Note, together with all accrued and unpaid interest thereon and all other amounts due and owing to Bank under this Note and the other Loan Documents, if not sooner paid or declared to be due and payable in accordance with the terms and provisions hereof, shall be due and payable in full on May 20, 1997.

(c) THIS IS A BALLOON NOTE AND ON THE MATURITY DATE (May 20, 1997) A SUBSTANTIAL PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE WILL REMAIN UNPAID AND WILL BE DUE AND PAYABLE IN FULL ON THE MATURITY DATE."

(d) After maturity, or the earlier acceleration of the indebtedness evidenced by this Note, or if said indebtedness has not been accelerated, during any period in which a default (an "Event of Default") as hereinafter described and defined, exists under this Note or any of the other Loan Documents (as hereinafter defined), the outstanding principal balance of this Note shall accrue interest at an annual rate equal to four percent (4.00%), plus the Loan Rate.

(e) In the event any payment of interest or principal due hereunder or any escrow fund payment or deposit for taxes or insurance due under the Mortgage specified below is not made within fifteen (15) days after the date when any such payment is due in accordance with the terms hereof or thereof, then, in addition to the payment of the amount so due, Borrower shall pay to Bank a "late charge" of five cents (5¢) for each whole dollar so overdue to defray part of the cost of collection and handling such late payment. Such late charge shall be in addition to and not in lieu of fees and charges of any agents or attorneys which Bank is entitled to employ upon the occurrence of a default hereunder. Borrower agrees that the damages to be sustained by the holder hereof for the detriment caused by any late payment is extremely difficult and impractical to ascertain, and that the amount of five cents (5¢) for each one dollar due is a reasonable estimate of such damages, does not constitute interest, and is not a penalty.

(f) Provided that no Event of Default then exists under this Note, Borrower may voluntarily prepay the principal balance of this Note in whole, but not in part, at any time, concurrently with a prepayment premium (the "Prepayment Premium") equal to the greater of 1.00% of the outstanding principal balance or a premium on the principal amount to be prepaid calculated on the basis of a re-deployment rate equal to the rate of Treasury obligations of equal maturities.

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Any partial prepayment of this Note, which Bank, in the exercise of its sole and absolute discretion, shall elect to accept, shall not reduce the amount or postpone the due date of any payment due hereunder.

Borrower acknowledges that the Loan was made on the basis and assumption that Bank would receive the payments of principal and interest set forth herein for the full term hereof. Therefore, whenever the maturity hereof has been accelerated by reason of the occurrence of an Event of Default under this Note or any other of the Loan Documents, including an acceleration by reason of sale, conveyance, further encumbrance or other default (which acceleration shall be at Bank's sole option), there shall be due, in addition to the outstanding principal balance, accrued interest and other sums due hereunder, an amount equal to a premium equal to the Prepayment Premium that would be payable pursuant to the provisions of this Note if such principal balance had been voluntarily prepaid by Borrower.

3. Each Obligor hereby reaffirms, ratifies and confirms its, his or her respective obligations and liabilities under the Note, the Mortgage and the other Loan Documents to which it, he or she is a party, all as amended by this Agreement, and the liens and security interests created thereby, and acknowledges that as of the date of delivery of this Agreement to Bank, no Obligor has any defenses, claims, counter-claims, rights of offset, objections or set-offs to the enforcement by Bank of the obligations and liabilities of each Obligor under the Note, the Mortgage and the other Loan Documents, all as so amended.

4. Each of the Guarantors, in their capacity as guarantors of the Loan, hereby consent to the execution and delivery by Borrower of this Agreement. Each of the Guarantors acknowledges and agrees that its, his or her respective duties, obligations and liabilities under the Guaranty and any other Loan Documents to which it, he or she is a party, all as amended by this Agreement, shall not in any manner be impaired, discharged or released by the execution and delivery of this Agreement. Each of the Guarantors hereby ratifies and confirms its, his or her respective obligations and liabilities under the Guaranty and the other Loan Documents, as so amended, and acknowledge that as of the date of delivery of this Agreement to Bank, none of the Guarantors has any defenses, claims, counter-claims, rights of offset, objections or set-offs to the enforcement by Bank of the obligations and liabilities of the Guarantors under the Guaranty and the other Loan Documents, as so amended.

5. Except as expressly provided herein, the Note, the Guaranty, the Mortgage and the other Loan Documents shall remain in full force and effect in accordance with their respective terms. In the event of any contradiction, conflict or discrepancy between any term or provision of this Agreement and any term or provision of any one or more of the Note, the Guaranty, the Mortgage or the other Loan Documents, the term or provision of this Agreement shall prevail.

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6. Each party to this Agreement acknowledges that it, he or she has read this Agreement, that it, he or she fully understand its terms, provisions and consequences and that the entry into this Agreement is voluntary and free from duress, fraud or undue influence of any kind.

7. This Agreement shall be and become effective and binding pursuant to the terms hereof after execution by all parties as of the date first above written. It is understood and agreed that said date shall be the effective date even though that date may be a date different from the actual date of execution.

8. This Agreement shall be governed and construed by and construed in accordance with the laws of the State of Illinois.

9. In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

10. Each right, power and remedy herein conferred upon any party is cumulative and in addition to every other right, power, or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by any party, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power, or remedy; and no delay or omission of any party in the exercise of any right, power, or remedy accruing hereunder or arising otherwise shall impair any such right, power, or remedy, or be construed to be a waiver of any default.

11. This Agreement shall not be amended, modified or supplemented without the written agreement of each Obligor and Bank at the time of such amendment, modification or supplement. No waiver of any provision of this Agreement, the Note or any other Loan Document shall be effective unless set forth in writing signed by Bank, and any such waiver shall be effective only to the extent therein set forth. Failure by Bank to insist upon full and prompt performance of any provisions of this Agreement, the Note or any of the other Loan Documents, or to take action in the event of any breach of any such provision or upon the occurrence of any default or Event of Default hereunder or thereunder shall not constitute a waiver of any rights of Bank, and Bank may at any time thereafter while such breach, default or Event of Default remains uncured exercise all rights and remedies specified herein or therein or provided by applicable law and equitable principles with respect to such breach, default or Event of Default:

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12. This Agreement shall be binding on and enforceable against each Obligor and their respective heirs, legatees, legal representatives, successors and assigns and shall inure to the benefit of Bank, its successors and assigns. The obligations of each Obligor under this Agreement shall be joint and several.

13. All notices which any party may be required or may desire to give in connection with the Loan or this Agreement shall be in writing, and shall be deemed given when delivered in person to such party, on the next business day following delivery by a recognized overnight express delivery courier, or two (2) business days after deposit in the United States certified or registered mail, return receipt requested, addressed to the applicable party at the address of such party set forth below, or at such other address as the party to whom notice is to be given has specified by notice hereunder to the party seeking to give such notice:

(a) if to Bank, at the address first set forth above, to the attention of the Real Estate Loan Department; or

(b) if to Borrower or any other Obligor, at the address set forth below.

14. This Agreement is executed by the Trustee under the Trust, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this Agreement shall be construed as creating any liability on said Trustee to personally perform any express or implied covenant, condition or obligation under this Agreement, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Agreement.

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IN WITNESS WHEREOF, this Agreement has been entered into as of the date first written above.

HARRIS BANK PALATINE, N.A., AS SUCCESSOR TRUSTEE
TO Harris Bank Roselle, not personally, but solely as
Trustee under Trust Agreement dated August 26,
1986 and known as Trust No. 12512

Exoneration provision restricting any liability
of Harris Bank Palatine, N.A., as trustee, either
affixed on this or on the reverse side hereof
or attached hereto is expressly made a part
hereof.

By: *Penelope M. Johns*

Title: Penelope M. Johns, AVP & LTO

Attest: *Donna M. Kerins*

Title: Donna M. Kerins, Land Trust Officer

SEE RIDER ATTACHED

Barbara J. Triphahn
Barbara J. Triphahn, individually

Scott B. Triphahn
Scott B. Triphahn, individually

Stephen T. Triphahn
Stephen T. Triphahn, individually

Notice Address for Obligor:

NBD BANK, an Illinois banking corporation

By: *Ruby D. Feeley*
Title: RUBY D. FEELEY
SECOND VICE PRESIDENT

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EXCULPATORY RIDER

This instrument is executed by the Harris Bank Palatine, N.A. as Trustee under the provisions of a Trust Agreement dated 8/26/86, and known as Trust no. 12512, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Bank Palatine, N.A. warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties here to, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Bank Palatine, N.A. in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Bank Palatine, N.A. on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) covenants, undertakings and agreements contained in the instrument. (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Janis Tison, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Penelope M. Johns, AVP & LTO the HARRIS BANK PALATINE, N.A. of Harris Bank Palatine (the "Trustee"), and Donna M. Kerins, Land Trust Officer, the Land Trust Officer of the Trustee, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP & LTO and Land Trust Officer, 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 Trustee for the uses and purposes therein set forth; and the said Land Trust Officer then and there acknowledged that (s)he, as custodian of the seal of said Trustee, did affix the seal of said Trustee to said instrument as his/her 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 6th day of February, 1996.



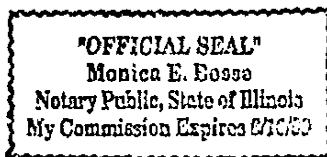
Janis Tison
NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPAGE)

I, Monica, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Barbara J. Triphahn, 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, sealed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31st day of January, 1996.



Monica E. Eosse
NOTARY PUBLIC

(SEAL)

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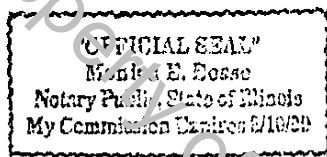
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STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, Monica E. Besse, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **Scott R. Triphahn**, 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, sealed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31st day of JANUARY, 1996.



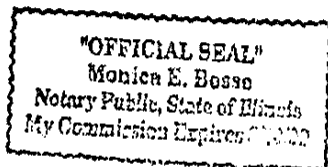
Monica E. Besse
NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, Monica E. Besse, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **Stephen T. Triphahn**, 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, sealed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31st day of JANUARY, 1996.



Monica E. Besse
NOTARY PUBLIC

(SEAL)

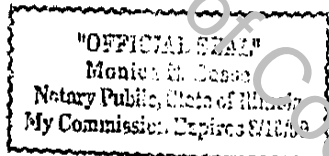
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STATE OF ILLINOIS)
) SS.
COUNTY OF DuPAGE)

I, MONICA E. BOSSE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ruby D. Feeley, the 2ND VICE PRESIDENT of NBD BANK (the "Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such 2ND VICE PRESIDENT, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

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



Monica E. Bosse
NOTARY PUBLIC

(SEAL)

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 3 IN THE RESUBDIVISION OF LOT 2166 IN LANCER 21 UNIT 2, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 30, 1979 AS DOCUMENT LR 3115638, IN COOK COUNTY, ILLINOIS.

de reg. # 92,405,573

Property Address: 15 Scully Avenue, Schaumburg, Illinois

Permanent Real Estate Tax Index Nos.: 07-22-406-039-0000

Property of Cook County Clerk's Office

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