

# UNOFFICIAL COPY

PREPARED BY:  
Sandy L. Ashcroft  
(CLOS Center)

96215660

WHEN RECORDED RETURN TO:

NBD BANK  
One NBD Plaza  
Lake Zurich, Illinois 60047  
ATTN: Christopher C. Ferrara



DEPT-01 RECORDING 627.50  
T#0014 TRAN 3310 03/21/96 12:25:00  
#3993 # JH \*-96-215660  
COOK COUNTY RECORDER



## Mortgage Modification Agreement

2750  
2/7/96

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into as of the 22nd day of December, 1995, by and between NSD Bank, an Illinois banking corporation, having its principal office at 211 South Wheaton Avenue, Wheaton, Illinois 60187. (herein the "Mortgagee"), and Chicago Title and Trust Company, not personally, but as Trustee under Trust Agreement dated December 30, 1969 and known as Trust Number 54617 (herein the "Mortgagor"). TCTC

WITNESSETH

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WHEREAS, the Mortgagor has previously executed and delivered to the Mortgagee, a certain Installment Business Loan Note dated the 29th day of January, 1993 in the original principal amount of \$1,833,333.20 (herein the "Note") and due January 29, 1998 (the "Maturity Date"); and

AND WHEREAS, to secure the indebtedness evidenced by the Note, the Mortgagor has executed and delivered to the Mortgagee, a Mortgage (herein the "Mortgage"), and an Assignment of Rents and Leases (the "Assignment of Rents and Leases"), each dated the 29th day of January, 1993 and each recorded with the Cook County Recorder on February 17, 1993 as Document Numbers 93125420 and 93125421 respectively, on the Real Estate legally described therein as follows:

ALL OF LOTS 9 AND 10 AND THAT PART OF LOT 11 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 0 DEGREES 14 MINUTES 14 SECONDS WEST, A DISTANCE OF 33.72 FEET TO A POINT; THENCE NORTH 89 DEGREES 45 MINUTES 46 SECONDS WEST, A DISTANCE OF 224.26 FEET TO A POINT; THENCE NORTH 43 DEGREES 49 MINUTES 24 SECONDS WEST, A DISTANCE OF 127.77 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF VENTURA DRIVE; THENCE NORTHEASTERLY 83.31 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHEAST, AND HAVING A RADIUS OF 282.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 64 DEGREES 14 MINUTES 19 SECONDS EAST, A DISTANCE OF 296.62 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, ALL IN 53 PARK OF COMMERCE, BEING A SUBDIVISION OF PARTS OF GOVERNMENT LOTS 1 AND 2 IN THE WEST 1/2 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(the "Premises")

Commonly known as: 3733 Ventura Drive, Arlington Heights, Illinois 60004.  
Tax Parcel Identification No. 03-06-304-018

AND WHEREAS, the Mortgagee and Mortgagor are desirous of amending the Mortgage and to increase the limitation on the amount secured by the Mortgage in connection with the execution and delivery of a certain Installment Business Loan Note dated December 22, 1995 in the principal amount of One Million Six Hundred Twenty Five Thousand Seven Hundred Three and 72/100 (1,625,703.72), maturing January 1, 2003 executed by Chicago Title and Trust Company, not personally, but as Trustee under Trust Agreement dated December 30, 1969 and known as Trust Number 54617 and Ventura Partnership and delivered to the Mortgagee.

92-1866(JB)

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Now, Therefore, in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

This Mortgage secures the following (the "Debt"):

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(i) The Note dated December 22, 1995, in the principal amount of One Million Six Hundred Twenty Five Thousand Seven Hundred Three and 72/100 (1,625,703.72), maturing January 1, 2003 executed by Chicago Title and Trust Company, not personally, but as Trustee under Trust Agreement dated December 30, 1969 and known as Trust Number 54617 and Ventura Partnership to the Mortgagee, and repayable with interest at the per annum rate of (8.05%) (the "Note Rate"), until maturity, and at the rate of 3% per annum above the Note Rate on overdue principal from the date when due until paid; and including any extensions, renewals, modifications or replacements without limit as to the number of frequency (the "Debt").

**Limitation on Amount Secured By Mortgage.** Notwithstanding anything to the contrary contained in this Mortgage, the amount secured by this Mortgage, shall not exceed the principal sum of One Million Six Hundred Twenty Five Thousand Seven Hundred Three and 72/100 (1,625,703.72) at any one time outstanding.

It is further agreed between the Mortgagor and the Mortgagee that neither the repayment of the indebtedness evidenced by the Note, nor the obligation thereunder, nor the Mortgage or other security given to secure same, shall in any way be prejudiced by this Agreement; said Mortgage being intended to be modified only to the extent therein and herein mentioned and said Mortgage to continue and remain in full force and effect. The parties hereto ratify, adopt and confirm their respective covenants, agreements and conditions as set forth in the Mortgage as modified by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

**MORTGAGEE:**

NBD BANK

By:

Chris O'Hara  
Christopher C. O'Hara, Asst. Vice President

**MORTGAGOR:**

The Chicago Title and Trust Company, not personally, but as Trustee under Trust Agreement dated December 30, 1969 and known as Trust Number 54617

By:

Susan Becker  
Printed Name **SUSAN BECKER** Title

By:

Karen Nichols  
Printed Name **KAREN NICHOLS** Title

**SEE ATTACHED EXCULPATORY  
CLAUSE FOR SIGNATURE**

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christopher C. O'Hara an Assistant Vice President of NBD BANK, an Illinois banking corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, appeared before me this day and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

My Commission Expires: \_\_\_\_\_, Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ (corporation) (association) and \_\_\_\_\_ of said (corporation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth; and the said \_\_\_\_\_ did also then and there acknowledge that he, as custodian of the corporate seal of said (corporation) (association), affixed the said corporate seal of said (corporation) (association) to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires: \_\_\_\_\_, Notary Public

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1/25/2012 10:10:12 AM

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EXECUTION WITH EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, TRUSTEE UNDER TRUST # 54617 ATTACHED TO THAT Mortgage Modification Agreement DATED 12/22/95 TOWITH NBD Bank

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.

IN WITNESS WHEREOF, The Chicago Trust Company, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

DATE FEB 07 1996

The Chicago Trust Company,  
as Trustee aforesaid and  
not personally,



Corporate Seal

*Susan Dukes*  
Assistant Vice President  
Attest: *Green Shadel*  
Assistant Secretary

STATE OF ILLINOIS )

COUNTY OF COOK )

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and

Assistant Secretary of The Chicago Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

168215660

"OFFICIAL SEAL"  
Elaine Jones  
Notary Public, State of Illinois  
My Commission Expires 4/8/98

Given under my hand and Notarial Seal this 7<sup>th</sup> day of February, 1996.

*Elaine Jones*

Notarial Seal

C:\WPWIN\GAWPOCS\FQAEXCULP.LTR

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