

97554755

Mortgage Modification Agreement

DEPT-01 RECORDING \$27.50  
T40009 TRAN 9976 07/31/97 10:07:00  
#8136 # SK \*-97-554755  
COOK COUNTY RECORDER

AGREEMENT dated as of June 7, 1997 between

Bank One, Illinois, NA, not personally, but as Trustee under Trust Agreement dated May 1, 1995 and known as Trust No. M-11205 as successor by merger with Bank One, Chicago, NA which succeeded Bank One, Wilmette, NA, which was formerly known as First Illinois Bank of Wilmette, NA as Trustee under Trust Agreements dated December 23, 1986 and known as Trust Nos. TWB-0603, TWB-0604, TWB-0605, TWB-0606, TWB-0607, TWB-0608 and TWB-0609,

d/b/a \_\_\_\_\_ a \_\_\_\_\_ general partnership or joint venture,  
 \_\_\_\_\_ a \_\_\_\_\_ limited partnership,  
("Mortgagor"): Bank One, Illinois, NA ("Bank"); and  
 Bruce C. Abrams  
("Guarantor" or "Guarantors").

RECITALS

Two Million Five Hundred Thousand

A. Mortgagor is indebted to Bank in the principal sum of \$2,500,000.00 Dollars as evidenced by a Mortgage Note ("Note") dated as of February 21, 1991, which Note is secured in part by a Mortgage ("Mortgage"),

22-28 W. Elm and 1153-61 N. Dearborn  
 and Assignment of Rents applicable to the property commonly known as \_\_\_\_\_ Chicago, IL, legally described on Exhibit A attached hereto, which document(s) were (was) recorded with the Cook County Recorder of Deeds as Document Number(s) 91-084293 (and 91-084294 respectively) on February 22, 1991 and modified by a Mortgage Modification Agreement dated June 7, 1995 and recorded as document number 95-658682

B. Said Note is also secured by the Guaranty of Payment and Performance dated as of June 7, 1995 executed by the Guarantor(s).

C. Mortgagor () and Guarantor(s) has/have requested  an additional loan in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  an extension of the maturity date of the Note from June 7, 1997 to December 7, 1997

D. Bank is willing to grant such request pursuant to the terms and provisions of this Agreement and the Promissory Note dated June 7, 1997 in the principal sum of \$1,762,740.00 Dollars which bears interest due and payable at the rate specified therein ("Replacement Note").

One Million Seven Hundred Sixty-Two Thousand Seven Hundred Forty and 00/100

AGREEMENTS

NOW, THEREFORE, in consideration of the above Recitals, the parties hereto do hereby acknowledge and agree as follows:

- 1. Mortgagor () and Guarantor(s) does/do hereby acknowledge that the Mortgage () Assignment of Rents), () Guaranty) and other applicable Security Documents are in full force and effect.
- 2. The Mortgage, () Assignment of Rents) and other Security Documents are hereby modified to provide that such instruments continue as collateral security for repayment of the Replacement Note.

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3. Guarantor(s) (do) (does) hereby reaffirm and affirm the Guaranty.

4. In all other respects, the Mortgage, ( Assignment of Rents) and other applicable Security Documents are hereby ratified and reaffirmed.

5. In the event the Mortgagor executing this Agreement is an Illinois land trust, this Agreement is executed by the Mortgagor, not personally but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Replacement Note shall be construed as creating any liability on the Mortgagor personally to pay the Replacement Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Agreement or the security documents referred to herein, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Bank and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, the legal holder or holders of the Note or Replacement Note and owner or owners of any indebtedness secured hereby shall look solely to the Premises and Collateral referred to herein and to any other security given at any time to secure the payment thereof.

Dated at Chicago, Illinois as of the date first above written.

### MORTGAGOR:

<input type="checkbox"/> Partnership / Joint Venture: a _____ (partnership) (joint venture) By: _____ Its: _____	<input checked="" type="checkbox"/> Land Trust: Bank One, Illinois, NA as Trustee under Agreement dated May 1, 1995 Trust No. M-11205 and known as _____ not personally By: _____ Its: _____
<input type="checkbox"/> Corporation: a _____ corporation By: _____ Its: _____	<input type="checkbox"/> Individuals: _____ _____ _____

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF BANK ONE, ILLINOIS, NA HERETO IS HEREBY EXPRESSLY MADE A PART HEREOF

SEE SIGNATURE PAGE ATTACHED

### BANK:

Bank One, Illinois, NA  
By: Bruce W. Kamp  
Its: Vice President

### GUARANTORS:

Bruce G. Abrams, Individually  
Dearborn and Elm, L.L.C.  
By: Bruce G. Abrams  
Its: Member/Manager

STATE OF ILLINOIS }  
COUNTY OF Cook } SS

I, BARBARA S. DE WAAL, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that BRUCE W. KAMP personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that s/he (they) signed, sealed and delivered the said instrument as her/his/their free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth.

**OFFICIAL SEAL**  
BARBARA S. DE WAAL  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 05/18/00

Given under my hand and seal this 10 day of July, 1997  
Barbara S. de Waal  
Notary Public

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } SS

I, \_\_\_\_\_, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that Bruce G. Abrams personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that s/he (they) signed, sealed and delivered the said instrument as her/his/their free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1997  
Lisa Sonzo  
Notary Public

Document Prepared By  
and to be Returned to:

Jerry Vye  
C/O Bank One, Illinois, NA  
111 N. Canal, 5th Floor  
Chicago, IL 60606

**OFFICIAL SEAL**  
LISA SONZO  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 12/19/99

No.: 17-04-407-003 thru -008

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## RIDER

It is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that all of the representations, covenants, undertakings, warranties, indemnities, and agreements herein made on the part of the Trustee while in form purporting to be on the part of said Trustee are nevertheless made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are intended for the purpose of binding only the trust property, described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power 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 BANK ONE, Illinois, NA under said Trust Agreement, on account of this instrument or on account of any representations, covenants, undertakings, warranties, or agreements of said Trustee in this instrument, either expressed or implied, all liability, if any, being expressly waived and released by the parties to this instrument and all parties claiming by, through, or under them.

Bank One, Illinois, NA

not personally, but as Trustee  
under Trust No. M-11205

By: Catherine Martin  
CLIENT SERVICES OFFICER

Attest: Alliana Green  
PRO SECRETARY

EXECUTED IN DUPLICATE

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 the persons whose names are subscribed to this document are personally known to me to be duly authorized officers of Bank One, Illinois, NA and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing as duly authorized officers of said Corporation and caused the Corporate Seal to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 24 day of July, 1997

Tracy Lynn White  
Notary Public

My Commission expires 10-6-99

**"OFFICIAL SEAL"**  
Tracy Lynn White  
Notary Public, State of Illinois  
My Commission Expires 10/6/99

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## EXHIBIT A

LEGAL DESCRIPTION FOR 22-28 W. ELM AND 1153-61 N. DEARBORN AS IT PERTAINS TO A MORTGAGE LOAN MODIFICATION DATED JUNE 7, 1997 IN THE AMOUNT OF \$1,762,740.00 EXECUTED BY BANK ONE, ILLINOIS, NA.

PIN: 17-04-407-004, 17-04-407-005, 17-04-407-006, 17-04-407-007, 17-04-407-008

### PARCEL 1:

THE SOUTH 37 FEET OF LOT 10 (EXCEPT THE WEST 69 FEET 4-1/4 INCHES THEREOF) IN WALTER L. NEWBERRY'S SUBDIVISION OF BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE WEST 38 FEET 7-1/4 INCHES OF THE SOUTH 37 FEET OF LOT 10 IN WALTER L. NEWBERRY'S SUBDIVISION OF BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO THE EAST 30 FEET 9 INCHES OF THE WEST 67 FEET 4-1/4 INCHES OF THE SOUTH 37 FEET OF LOT 10 IN WALTER L. NEWBERRY'S SUBDIVISION OF BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

THE SOUTH 22 FEET OF LOT 9 AND THE NORTH 3 FEET OF LOT 10 IN BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

THE NORTH 23 FEET OF LOT 9 IN BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 5:

THE SOUTH 1/2 OF LOT 8 IN BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 6:

THE NORTH 1/2 OF LOT 8 IN BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 7:

THE SOUTH 1/2 OF LOT 7 IN BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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