

PREPARED BY:
Donna Lee Heldebrandt
(CLOS Center)

WHEN RECORDED RETURN TO:

The First National Bank of Chicago
400 Central Avenue
Northfield, Illinois 60093
ATTN: John M. Tofano

DEPT-01 RECORDING \$25.00
T40012 TRAN 3775 01/21/97 11:42:00
#2325 # RC *-97-043373
COOK COUNTY RECORDER



MORTGAGE MODIFICATION AGREEMENT

Call 732-21-215 J

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This Mortgage Modification Agreement (hereinafter the "Agreement") is made and entered into this 1st day of October, 1996, by and between The First National Bank of Chicago, a national banking association, as successor by merger to NBD Bank, formerly known as NBD Northfield Bank, having its principal office at 400 Central Avenue, Northfield, Illinois 60093 (herein the "Mortgagee"), and American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated January 29, 1974 and known as Trust No. 32633, (the "Mortgagor").

VENNESSETH

Whereas, the Mortgagor executed and delivered to NBD Northfield Bank a certain Mortgage dated August 30, 1991 and recorded with the Recorder of Deeds of Cook County, Illinois on September 9, 1991 as document number 91464977 (the "Mortgage"); and

Whereas, the Mortgagor executed and delivered to NBD Northfield Bank a certain Assignment of Real Estate Leases and Rentals dated August 30, 1991 and recorded with the Recorder of Deeds of Cook County, Illinois on September 9, 1991 as document number 91464978 (the "Assignment"); and

Whereas, the Mortgage and the Assignment encumber the real property in Cook County, Illinois (the "Premises") legally described as follows:

Lots 18, 19 and 20 in Northbrook Edens Industrial Park Subdivision Unit No. 4, Section 6, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 3631-65 Commercial Avenue

Tax Parcel Identification: 04-06-203-002-0000, 04-05-203-003-0000 and 04-06-203-004-0000; and

Whereas, the Mortgagee and the Mortgagor are desirous of amending the Mortgage in connection with the execution and delivery of a certain Installment Business Loan Note dated October 1, 1996 in the principal amount of Seven Hundred Nineteen Thousand Two Hundred Twenty-Six and 90/100 Dollars (\$719,226.90), maturing September 1, 2001 executed and delivered by American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated January 29, 1974 and known as Trust No. 32633, to the Mortgagee.

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

The Mortgage is hereby amended to delete the following paragraph appearing on page 1 thereof which more fully describes the indebtedness secured thereby:

BOX 333-CTI

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"This Mortgage secures the indebtedness or obligation evidenced by:

(i) The note(s) dated 8/30/91 in the principal amount(s) of \$760,000.00 respectively, maturing on September 1, 2001 executed and delivered by ANB L/T #32633 Dtd. 1/29/74 to the Mortgagee with interest at the per annum rate of Nine and Three Quarter percent (9.75%) Fixed for five years thereafter adjusted annually on the principal balance remaining from time to time unpaid. Interest after default or maturity of the note, whether by acceleration or otherwise, on the principal balance of the note remaining from time to time unpaid shall be at the per annum rate of Three (3.00%) over the Current Rate; and

including any extensions, renewals, modifications or replacements without limit as to the number or frequency (the "Debt")."

and substituting the following paragraph therefor:

"This Mortgage secures the indebtedness or obligation evidenced by:

(i) The note(s) dated October 1, 1996 in the principal amount(s) of \$719,226.90 respectively, maturing on September 1, 2001 executed and delivered by Mortgagor to Mortgagee with interest at the per annum rate of eight and one-half percent (8.5%) on the principal balance remaining from time to time unpaid. Interest after default or maturity of the note, whether by acceleration or otherwise, on the principal balance of the note remaining from time to time unpaid shall be at the per annum rate of three percent (3.00%) over the Note Rate; and

including any extensions, renewals, modifications or replacements without limit as to the number or frequency (the "Debt")."

The Mortgage is further amended by deleting the figure "\$760,000.00" and substituting the figure "\$1,019,226.90" on page 1 in the paragraph entitled "LIMITATION ON AMOUNT SECURED BY MORTGAGE".

It is further agreed as between the Mortgagor and the Mortgagee that neither 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 hereby 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"

The First National Bank of Chicago

By: [Signature] V.P.
John M. Tofano, Vice President

Attest: [Signature]
Alan L. Clark A.P.
Printed Name Title

"MORTGAGOR":

American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated January 29, 1974 and known as Trust No. 32633

By: [Signature]
ANITA LUTKUS
TRUST OFFICER
Printed Name Title

Attestation not required by American National Bank and Trust Company of Chicago Bylaws
[Signature]
Printed Name Title

This instrument is executed by the undersigned Land Trustee, By: not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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State of Illinois

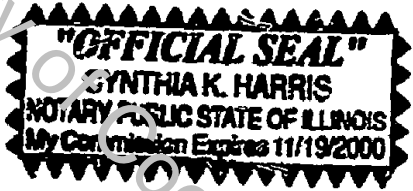
County of Cook) SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ANITA LUTKUS of American National Bank and Trust Company of Chicago a TRUST OFFICER (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 TRUST OFFICER 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 TRUST OFFICER 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 DEC 18 1996, 19____

My Commission Expires: _____ Cynthia K. Harris, Notary Public

Form 1-1-1 Notary Seal/NS-21
RFD 141-758 10/94 (NS20359)



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