

# UNOFFICIAL COPY

97044349

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF LAKE

I, Mary Ellen Vanderventer, Lake County Recorder, in and for the County of Lake, in the State of Illinois and keeper of the records and files thereof, do hereby certify that the attached and foregoing is a true, correct and complete copy of Document No. 3759680 as recorded on the 12th day of DECEMBER, A. D. 1995, as fully as the same appears from the records thereof now in my office remaining.

In witness whereof, I have set my hand and the seal of said Recorder at my office in the City of Waukegan, Illinois, this 15th day of JANUARY,  
A. D. 1997.

*Mary Ellen Vanderventer*  
Lake County Recorder

*Mary Ellen Vanderventer*  
24 JAN 1997

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Property of Cook County Clerk's Office

PREPARED BY:  
Michael S. Silverstein  
(CLOS Center)

3759680

WHEN RECORDED RETURN TO:

NBD BANK  
513 Central Avenue  
Highland Park, Illinois 60035  
ATTN: Martin I. Klauber

Filed for Record in:  
LAKE COUNTY, IL  
FRANK J. MUSTRA-RECORDER  
On Dec 12 1995  
At 4:26pm  
Receipt #: 5025  
Doc/Type: NTG  
Deputy - Cashier 82

*Frank J. Mustra*

*Bill*  
*577354*  
*7640716 - 5*

Mortgage Modification Agreement

This Agreement (hereinafter the "Agreement") is made and entered into as of the 3rd day of November, 1995, by and between NBD Bank, an Illinois banking corporation, having its principal office at 211 South Wheaton Avenue, Wheaton, Illinois 60187, (herein the "Mortgagee"), and NBD Bank as Successor Trustee to NBD Trust Company of Illinois, not personally, but as Trustee under Trust Agreement dated December 31, 1986 and known as Trust Number 4244-HP (herein the "Mortgagor") whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187.

**WITNESSETH**

WHEREAS, the Mortgagor previously executed and delivered to the Mortgagee an Installment Business Loan Note to the Mortgagee dated August 14, 1995 in the original principal amount of \$675,924.00 (the "Note") maturing August 14, 2005; and

WHEREAS, to secure the indebtedness evidenced by the Note the Mortgagor executed a Mortgage and an Assignment of Leases and Rentals each dated August 14, 1995 and each recorded with the Lake County Recorder of Deeds on September 15, 1995 as document numbers 3723207 and 3723208, respectively on the real properties legally described therein as follows:

**PARCEL 1:** THE SOUTHERLY 1/2 OF THAT PART OF LOT 7 IN BLOCK 1 IN THE CITY OF HIGHLAND PARK, IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 107 FEET; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT TO THE NORTH LINE THEREOF; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**PARCEL 2:** THE NORTHERLY HALF OF THE WESTERLY 107 FEET OF LOT 8 IN BLOCK 2 IN THE ORIGINAL SUBDIVISION OF HIGHLAND PARK, IN BOOK "A" OF PLATS, PAGE 2 IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

**PARCEL 3:** THE SOUTH 1/2 OF THE WEST 1/2 OF THAT PORTION OF LOT 8 IN BLOCK 1 LYING WESTERLY OF THE EASTERLY 60 FEET THEREOF IN THE CITY OF HIGHLAND PARK IN SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT HEREOF RECORDED IN BOOK "A" OF PLATS, PAGE 2 (EXCEPT THAT PART, IN ANY, LYING EASTERLY OF THE WESTERLY 107 FEET OF SAID LOT), IN LAKE COUNTY, ILLINOIS.

**PARCEL 4:** THE WESTERLY 107 FEET OF THE NORTHERLY HALF OF LOT 9 IN BLOCK 1 IN SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF HIGHLAND PARK, IN LAKE COUNTY, ILLINOIS.

**PARCEL 5:**  
LOT 4 IN SKOKIE BOULEVARD AND OLD MILL ROAD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9 AND PART OF LOT 4 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, ALL IN TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1941 AS DOCUMENT 50208, IN BOOK 28 OF PLATS, PAGE 99, IN LAKE COUNTY, ILLINOIS.

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ALTAIR 1100-10  
QUALITY RECORDS  
REPT-11 RECORDING

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**PARCEL 6:**

**LOT 8 IN BLOCK 20 IN NORTH EVANSTON TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

(the "Premises")

Commonly known: as to Parcels 1, 2, 3, & 4, 3250 Skokie Valley Road, Highland Park, IL 60035  
as to Parcel 5, 2003-2023 Second Street, Highland Park, IL 60035; and  
as to Parcel 6, 2628 Greenbay Road, Evanston, IL 60202.

Tax Parcel Identification No. as to Parcels 1, 2, 3, & 4, #16-23-114-015; 16-23-114-016; 16-23-114-017; and 16-23-114-018  
as to Parcel 5, #16-09-306-004  
as to Parcel 6, #05-34-423-019

AND WHEREAS, the current outstanding balance remaining unpaid is \$675,924.00;

AND WHEREAS, the Mortgagor has requested of the Mortgagee to borrow additional sums to be secured by the Mortgage, and the Mortgagee has agreed to lend such additional amounts to the Mortgagor;

AND WHEREAS, the Mortgagor and Mortgagee are desirous of amending the Mortgage to modify, the limitation of the mortgage thereof;

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

The paragraph entitled "Future Advances, Cross-Lien and Limitation on Amount of Mortgage" is amended in its entirety to read as follows:

**FUTURE ADVANCES, CROSS-LIEN AND LIMITATION ON AMOUNT OF MORTGAGE:** Notwithstanding anything to the contrary contained in this Mortgage, the amount secured by this Mortgage, including all other present and future, direct and indirect obligations and liabilities of the Mortgagor, or any one or more of them, with or without others, but excluding any obligation or debt for personal, family or household expenses unless the note or guaranty expressly states that it is secured by this Mortgage to the Mortgagee, shall not exceed the principal sum of \$709,924.00 at any one time outstanding.

It is further agreed as between the Mortgagor and the Mortgagee that neither the repayment of the indebtedness evidenced by the Note, nor the obligations of the Mortgagor thereunder, nor the Mortgage, 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 has caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

Mortgagor

Mortgagee

NBD Bank

NBD Bank as Successor Trustee to NBD Trust Company of Illinois, not personally, but as Trustee under a Trust Agreement dated December 31, 1996 and known as Trust Number 214-HP

By: Martin A. Kleuber  
Martin A. Kleuber, Second Vice President

By: Patrick J. McCloskey  
PATRICK J. McCLOSKEY  
Printed Name

By: Susan Mark  
SUSAN MARK  
Printed Name

This instrument is recorded by NBD Bank and its agents as a public record, as required by the laws of the State of Illinois, and to be part of the public records of Cook County, Illinois. The recording of this instrument does not constitute an endorsement or approval of the contents of this instrument by the State of Illinois or any of its agencies or officials.

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

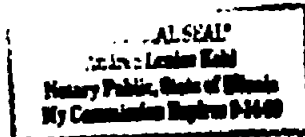
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid. DO HEREBY CERTIFY that Martin I. Klauber an Second Vice President of NBD BANK, an Illinois banking corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument 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 14 day of November, 1994.

My Commission Expires: 9-14-99

Andrea Lencic Kehl, Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

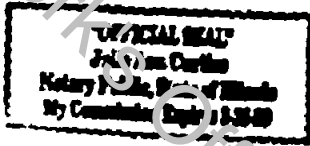


I, Juliana Mendez, a Notary Public in and for said County, in the State aforesaid, do hereby certify that PATRICK J. McCLOSKEY of NBD Bank, a Michigan (corporation) (association) and FRANK J. McCLOSKEY of said (corporation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Juliana Mendez and Frank J. McCLOSKEY, 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 FRANK J. McCLOSKEY did also then and there acknowledge that she, as custodian of the corporate seal of said (corporation) (association), affixed the said corporate seal of said (corporation) (association) to said instrument as FRANK J. McCLOSKEY 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 9th day of November, 1995.

My Commission Expires: 8-28-99

Jill Ann Curtiss, Notary Public



Please be advised that the Mortgage Modification Agreement recorded as Document 3759680 is a true and correct executed copy of the original Instrument which has been lost or misplaced

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