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DEPT-01 RECORDING \$35.00
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COOK COUNTY RECORDER

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SECOND SUPPLEMENT AND EXTENSION TO TRUST DEED AND INSTALLMENT NOTE

35.00

LaSALLE NATIONAL BANK, Successor Trustee To: X

This Supplement and Extension to Trust Deed and Installment Note entered into this 15th day of March 1997, by and between LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, Successor Trustee to LaSalle Northwest National Bank, formerly known as Northwest National Bank of Chicago, as Trustee under a written Trust Agreement dated April 28, 1986 and known as Trust No. 26-7970-00 (hereinafter referred to as "Borrower") and Chicago Title and Trust Company (hereinafter referred to as "Lender"), as Trustee under the Trust Deed dated December 31, 1986.

WITNESSETH:

WHEREAS, Borrower is a party to a Note dated December 31, 1986 in the principal amount of \$297,446.52 (the "Installment Note") in favor of LaSalle Northwest National Bank f/k/a Northwest National Bank of Chicago (the "Bank"), which Installment Note is secured by the Trust Deed dated December 31, 1986 (the "Trust Deed") which was filed on February 5, 1987 as Document LR3589872 and recorded as Document No. 87074098 in the County of Cook, State of Illinois; and

WHEREAS, as additional security for the indebtedness evidenced by the Installment Note, Borrower executed an Assignment of Rents dated December 31, 1986 which was filed February 5, 1987 as Document LR3589873 and recorded as Document 87074099 in the County of Cook, State of Illinois; and

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BOX 333-CTI

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(11/11/2011)

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WHEREAS, the Trust Deed and Installment Note were extended by Supplement and Extension to Trust Deed and Installment Note dated 3/15/92 and recorded as Document #92582897; and

WHEREAS, the principal amount of \$265,926.86 remains unpaid as of the date hereof on the Note; and

WHEREAS, Lender has agreed to supplement and extend the aforementioned Trust Deed and Installment Note on the terms and conditions as set forth herein;

WHEREAS, Borrower recognizes and affirms that the lien of the aforesaid Trust Deed is a valid and subsisting lien on the real property located in Cook County, State of Illinois described in Exhibit "A" attached hereto and incorporated by reference herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and upon the express condition that the lien of the Trust Deed and the Installment Note is a valid and subsisting lien on the premises legally described in Exhibit "A" and on the further condition that the execution of this Supplement and Extension of the Trust Deed and that it is understood that upon a breach of said conditions or either of them, that this Agreement will not take affect and shall be void;

IT IS HEREBY AGREED AS FOLLOWS:

1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.
2. The Borrower hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Trust Deed and Installment Note to be performed by Borrower therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Trust Deed.
3. IT IS FURTHER AGREED, HOWEVER, that the Trust Deed and Installment Note on which there is an outstanding balance of \$265,926.86 and which is due currently to be paid in full no later than March 15, 1997 shall be modified and extended to mature on March 15, 2007 and the outstanding principal balance shall be increased to \$270,000.00. Said note will bear interest from the date hereof at a fixed rate of eight and thirty eight one hundredths percent (8.38%). Principal and interest are payable monthly on the 15th day of each month commencing on April 15, 1997 in monthly installments of \$2,322.66 with a final payment of all unpaid principal and interest due and payable on the 15th day of March 15, 2007. All payments shall be made in lawful money of the United States at the

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offices of LASALLE NORTHWEST NATIONAL BANK, 4747 West Irving Park Road, Chicago, Illinois 60641, or such place that the holder may from time to time in writing elect.

4. Said Trust Deed and Installment Note as supplemented and extended is subject all the provisions contained in said Trust Deed and Installment Note and Borrower specifically agrees, recognizes and affirms the Trust Deed and Installment Note are supplemented and extended to secure the performance of all those covenants, agreements and conditions contained in all the instruments pertaining to the repayment of the Note.

5. Borrower agrees that if a default is made in the payment of any principal or interest in the Note as supplemented and extended when due or if there shall be any other breach or default of the terms, conditions and covenants of the Trust Deed, the Installment Note, and Guaranty or other instrument securing repayment of the Installment Note, then the entire principal balance, together with all accrued interest shall at the option of the Lender, as holder of the Note, become due and payable immediately without further notice.

6. All the real property described in the Trust Deed shall remain in all respects subject to the lien, charge and encumbrance of the Trust Deed and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance affected by the Trust Deed except as expressly provided herein.

7. The term "Installment Note" as used herein shall be construed to mean the Installment Note and the Installment Note as extended, supplemented and modified herein or by any other instrument evidencing the indebtedness referred to herein.

8. The original signed copy of this Supplement and Extension shall be duly recorded with the Recorder of Deeds of Cook County, Illinois. This Supplement and Extension together with the original Trust Deed and Installment Note shall constitute the terms and conditions of the Trust Deeds and Installment Note and be binding upon Borrower and their successors and assigns.

9. An Extension fee of \$3,437.50 will be collected at closing.

FINANCIAL COVENANTS:

1. Financial Statements.

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While any portion of the indebtedness evidenced by this Note is outstanding, the undersigned shall by February 28th of each year provide the Lender with the following:

(a) An annual operating statement (to be prepared in accordance with generally accepted accounting principles consistent with the previous years' operating statements) for the premises, which annual operating statement will indicate the total rental income for the Premises and the annual expenses therefor all certified by the Undersigned or Guarantor, as the case may be, as being true and correct;

(b) Personal financial statements for the Guarantors;

and

(c) A leasing status report which shall specify for each rental unit the name of the tenant, the identity of the rental unit occupied by such tenant, the annual rental paid therefor and the percentage rental, if any, applicable to such unit, the amount of space being leased, and the lease expiration date.

2. Debt Service Requirements.

I will be required that the Debt Service Ratio be 1.20 to 1 at all times while any portion of the indebtedness evidenced by the Note is unpaid. "Debt Service Ratio" shall mean an amount represented by a fraction, the numerator of which shall be an amount equal to the annual rental income of the premises, less annual normal operating expenses (including, but not limited to, expenses for heat, light, real estate taxes, maintenance of the Premises) and the denominator of which shall be the amount necessary to pay principal and interest under the Note for the year in which the amount represented by the denominator is calculated. In the year in which the entire principal becomes due under the Note, the amount of the final principal payment shall be disregarded for the purposes of the calculation described in section 9,

This Supplement and Extension to Trust Deed and Installment Note is executed by LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, Successor Trustee to LaSalle Northwest National Bank, formerly known as Northwest National Bank of Chicago, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such trustee and LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, Successor Trustee to LaSalle Northwest National Bank, formerly known as Northwest National Bank of Chicago hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that

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nothing contained herein or in the Trust Deed or this Supplement and Extension to Trust Deeds and Installment Note shall be construed as creating any liability on said LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, Successor Trustee to LaSalle Northwest National Bank, formerly known as Northwest National Bank of Chicago personally, to pay the Installment Note, as hereby supplemented and extended, or any interest that may accrue thereon or any indebtedness accruing hereunder or to perform any covenant, either express or implied herein contained; all such liability, if any, being expressly waived by the Bank and by every person now or hereafter claiming any right or securing hereunder and that so far as said LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, Successor Trustee to LaSalle Northwest National Bank, formerly known as Northwest National Bank of Chicago, personally, is concerned, the legal holder or holders hereof shall look solely to the premises conveyed pursuant to the above-described Trust Deed by the enforcement of the lien thereby created or by action to enforce the personal liability of any guarantor hereof.

IN WITNESS WHEREOF, LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, Successor Trustee to LaSalle Northwest National Bank, formerly known as Northwest National Bank of Chicago.

LaSalle National Trust, N.A., as Trustee under a written Trust Agreement dated April 28, 1986 and known as Trust Number 26-7970-00, not personally but solely as Trustee

By: *Barney Allen*

It's: _____

Attest: *Nancy A. Carlson*

ASSISTANT SECRETARY

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Consented: LaSalleNorthwest National Bank
~~Chicago Trust Company~~

By: Herli Smith

It's: Vice President

LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, Successor Trustee to LaSalle Northwest National Bank, formerly known as Northwest National Bank, formerly known as Northwest National Bank of Chicago, personally, is concerned, the legal holder or holders hereof shall look solely to the premises conveyed pursuant to the above-described Trust Deed by the enforcement of the lien thereby created or by action to enforce the personal liability of any guarantor hereof.

IN WITNESS WHEREOF, LaSalle National Trust, N.A.,
Successor Trustee to LaSalle National Bank, Successor Trustee
to LaSalle Northwest National Bank of Chicago.

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STATE OF ILLINOIS)

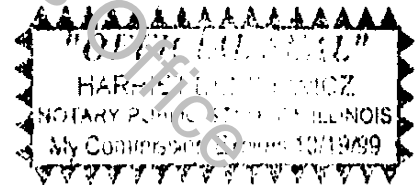
) ss.

COUNTY OF COOK)

I, HARBIET DEWISSEWICZ, Notary Public for said County, in the State aforesaid, do hereby certify that Rosemary Collins personally known to me to be the ASSISTANT VICE PRESIDENT of LaSalle National Trust, N.A. and Nancy A. Carlin personally known to me to be an EXECUTIVE VICE PRESIDENT of said corporation and who subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as the ASSISTANT VICE PRESIDENT and EXECUTIVE VICE PRESIDENT of said corporation for the uses and purposes set forth therein and cause the corporate seal of said corporation to be affixed thereto.

Given under my hand and official seal this 27 day of MARCH 1997.

Harbiet Dewissewicz
 Notary Public



My commission expires: _____

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EXHIBIT "A"

Lot 10 to 13 and the East 2 feet of Lot 14 and Lot 9 (except the North 16 feet and except the West 8 feet thereof) together with vacated alley south and adjacent to lots 10 and 13 in W.H. Eldred's Boulevard Subdivision of the East 1/2 of the East 1/2 of the South East 1/4 of the South West 1/4 of Section 17, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 6000-12 W. Irving Park Road/
4000-18 North Austin
Chicago, Illinois 60634

P.I.N.: 13-17-317-015

This document prepared by: *and mail to:*
Kim Blomgren
LASALLE NORTHWEST NATIONAL BANK
4747 West Irving Park Road
Chicago, IL 60641

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