

# UNOFFICIAL COPY

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1999-02-24 11:35:00  
Cook County Recorder 31.00

This instrument prepared /  
by and after recording /  
return to: /  
Roberta J. Anderson /  
American National Bank /  
Division 506 /  
120 S. LaSalle Street /  
Chicago, IL 60603 /



Property of Cook County

## MODIFICATION AGREEMENT

(Mortgage and Assignment of Rents and Leases)

This Modification Agreement is effective as of this 15th day of January, 1999, between \***LASALLE NATIONAL TRUST, N.A.**, not personally but solely as successor trustee to **LaSalle National Bank**, as trustee under Trust Agreement dated December 20, 1974 and known as Trust Number 48413 ("Trustee") and **KLEHM BOYS PARTNERSHIP d/b/a Charles Klehm & Son Nursery** ("Beneficiary") (Trustee and Beneficiary hereinafter referred to collectively as "Mortgagor") and **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO** (hereinafter referred to as "Mortgagee").

\***LASALLE NATIONAL BANK, Successor Trustee To:**

### WITNESSETH

WHEREAS, on June 30, 1997, Mortgagor executed in favor of Mortgagee, a Mortgage (the "Mortgage") and an Assignment of Rents and Leases (the "Assignment") both subsequently recorded on August 1, 1997 in Cook County, Illinois as Document Numbers 97559953 and 97559954, respectively, concerning real estate, legally described in Exhibit "A" attached hereto and incorporated herein. The Mortgage and Assignment were given by Mortgagor to secure payment to Mortgagee of a note dated June 30, 1997 in the principal sum of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00) (the "Original Note") as amended and renewed from time to time, executed by Beneficiary (hereinafter referred to as "Borrower"); and

WHEREAS, **Borrower** has executed a new note dated as of January 15, 1999 in the principal sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$125,000.00). This note along with the Original Note are collectively referred to hereinafter as the "Note", with such other amendments, modifications, extensions, renewals or replacements thereof; and

WHEREAS, the parties hereto have agreed upon a modification of the terms and conditions of the Mortgage and Assignment as herein set forth; and

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NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree to modify the Mortgage and Assignment as follows:

1. The principal amounts of the Mortgage and Assignment are hereby increased to \$1,625,000.00.
2. The Mortgage and Assignment securing the Note are valid and subsisting liens on the premises described in the Mortgage and Assignment.
3. All terms used herein and not otherwise defined shall have the respective meanings set forth in the Note, Mortgage and Assignment.
4. This Modification shall be incorporated into and made a part of the Mortgage, Assignment and Note, as amended, and all other related loan documents executed by Mortgagor
5. Mortgagor hereby agrees to execute and deliver, or cause to be executed and delivered, to Mortgagee such additional documentation as Mortgagee shall require in order to evidence or effectuate the transactions contemplated hereby or in order to update information and undertakings heretofore given to Mortgagee by or on behalf of Mortgagor.
6. This Modification shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.
7. This Modification shall inure to the benefit of Mortgagee's successors and assigns, and shall be binding upon the successors and assigns of Mortgagor.

This instrument is executed by the undersigned Land Trustee, 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 of 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. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. 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, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Modification Agreement as of the date first written above.

“MORTGAGOR”

TRUSTEE: ~~LaSALLE NATIONAL BANK, Successor Trustee to~~  
LaSalle National Trust, N.A., successor trustee to  
LaSalle National Bank, as trustee under Trust  
Agreement dated December 20, 1974 and known  
as Trust Number 48413, and not personally

By: *Joseph L. Lang*  
Its: SR. VICE PRESIDENT

BENEFICIARY:  
Klehm Boys Partnership d/b/a  
Charles Klehm & Son Nursery

By: *Roy Klehm*  
Roy Klehm, Partner

By: *Arnold Klehm*  
Arnold Klehm, Partner

By: *Susan Klehm* 2-1-99  
Susan Klehm, Partner

By: The Estate of Carl H. Klehm, deceased

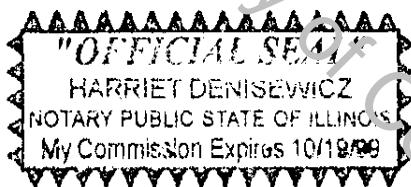
By: *Susan Klehm* 2-1-99  
Susan Klehm, Executrix and Administrator

STATE OF ILLINOIS }  
 } SS  
COUNTY OF COOK }

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO **HEREBY CERTIFY**, that JOSEPH W. LANG, as SR. VICE PRESIDENT of LaSalle National Trust, N.A., not personally but solely as Trustee under Trust Agreement dated December 20, 1974, and known as Trust No. 48413, appeared before me this day in person and severally acknowledged that as such SR. VICE PRESIDENT that he/~~she~~ signed and delivered the said instrument as SR. VICE PRESIDENT of said Corporation pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, for the uses and purposes therein set forth.

*(LaSALLE NATIONAL BANK, Successor Trustee To)*

Given under my hand and official seal this 8<sup>th</sup> day of February, 1999.



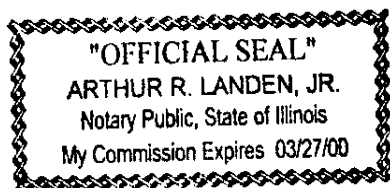
Harriet Denisewicz  
Notary Public

My Commission Expires: \_\_\_/\_\_\_/\_\_\_

STATE OF ILLINOIS }  
 } SS  
COUNTY OF COOK }

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO **HEREBY CERTIFY**, that Roy Klehm, Arnold Klehm, Susan Klehm, and The Estate of Carl H. Klehm by Susan Klehm, Executrix and Administrator, personally known to me to be the general partners of Klehm Boys Partnership, an Illinois general partnership, appeared before me this day in person and severally acknowledged that as such partners that they signed and delivered the said instrument as partners of said Partnership pursuant to authority given by the Partnership Agreement of said Partnership as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 1<sup>st</sup> day of FEBRUARY, 1999.



Arthur R. Landen, Jr.  
Notary Public

My Commission Expires: 03 / 27 / 00



## UNOFFICIAL COPY

THAT PART OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1084.05 FEET WEST OF THE EAST LINE OF SAID SECTION, MEASURED AT RIGHT ANGLES THERETO AND 1343 FEET SOUTH OF THE NORTH LINE OF SAID SECTION, MEASURED ON A LINE PARALLEL WITH SAID EAST LINE; RUNNING THENCE SOUTH 1745 FEET PARALLEL TO SAID EAST LINE TO THE CENTER LINE OF HIGGINS ROAD; THENCE NORTHWESTERLY 1654 FEET ALONG SAID CENTER LINE TO A POINT 8.42 FEET EAST OF THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION AND 2513.2 FEET SOUTHERLY OF THE NORTH QUARTER CORNER OF SAID SECTION; THENCE NORTHWESTERLY 1184.2 FEET TO A POINT IN SAID QUARTER LINE, 1329 FEET SOUTH OF SAID NORTH QUARTER CORNER; THENCE EASTERLY 1556.5 FEET TO THE PLACE OF BEGINNING (EXCEPT THAT PART THEREOF FALLING IN THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND STATE OF ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 33 FOR A DISTANCE OF 2651.0 FEET, THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 10 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 1319.6 FEET; THENCE EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 89 DEGREES 45 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 2.3 FEET FOR THE POINT OF BEGINNING; THENCE EASTERLY ALONG A CONTINUATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 47.7 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 89 DEGREES 45 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 1176.1 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ROUTE 72; THENCE NORTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 110 DEGREES 40 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 51.8 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 69 DEGREES 22 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 1158.1 FEET MORE OR LESS TO THE POINT OF BEGINNING AND EXCEPT THAT PART THEREOF FALLING IN ALL THAT PART OF THE SOUTH 3/4 OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT PRESENT HIGHWAYS) DESCRIBED AS BEING A STRIP OF LAND 94 FEET IN WIDTH LYING 94 FEET NORTHEASTERLY OF, PARALLEL AND ADJACENT TO THE FOLLOWING DESCRIBED SOUTHWESTERLY LINE OF SAID 94 FOOT STRIP, BEGINNING AT A POINT ON THE WEST LINE OF THE SAID EAST 1/2 OF SECTION 33, SAID POINT BEING 1182.2 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTH 3/4 OF THE EAST 1/2 OF SAID SECTION; THENCE SOUTHEASTERLY 1655.2 FEET ALONG A LINE WHICH FORMS AN ANGLE OF 111 DEGREES 00 MINUTES MEASURED FROM NORTH TO SOUTHEAST WITH THE SAID WEST LINE OF THE EAST 1/2 OF SECTION 33 TO A POINT ON THE WEST LINE OF THE EAST 1084.05 FEET OF THE EAST 1/2 OF SAID SECTION 33, ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF STATE ROUTE 72 WITH THE EASTERLY LINE OF STATE ROUTE 59; THENCE NORTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 300.0 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 540.36 FEET; THENCE SOUTHERLY PARALLEL WITH SAID EASTERLY LINE A DISTANCE OF 506.12 FEET TO THE NORTHERLY LINE OF STATE ROUTE 72; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE, A DISTANCE OF 578.34 FEET TO THE PLACE OF BEGINNING.

Commonly Known As: Route 59 - Bartlett Road - North of Route 72,  
South Barrington, Illinois

PIN: 01-33-200-012-0000