

UNOFFICIAL COPY

3997522

SECOND MODIFICATION AGREEMENT

This SECOND Modification of the Installment Note, Trust Deed, Assignment of Rents, and Guaranty Agreement ("Second Modification Agreement") is made on JULY 10, 1991, between OAK BROOK BANK, not personally but as successor Trustee under a Trust Agreement dated DECEMBER 10, 1975, and known as Trust Number 164 ("First Party"); NBD WOODFIELD BANK ("Trustee"); and WARREN J. HAEGER ("Guarantor").

WITNESSETH:

Whereas, First Party executed and delivered to Trustee that certain Installment Note dated JANUARY 10, 1986, in the amount of ONE HUNDRED SEVENTY THOUSAND AND 00/100 DOLLARS (\$170,000.00) ("Note"), which Note is secured by a Trust Deed ("Trust Deed") of even date therewith, registered on JANUARY 30, 1986, in the Registrar's Office of COOK County, Illinois, as Document Number LR3493144 and Assignment of Rents ("Assignment") of even date therewith, registered on JANUARY 30, 1986, in the Registrar's Office of COOK County, Illinois, as Document Number LR3493145, on property as more fully described in Exhibit "A" attached hereto and made a part hereof ("Premises"); and

Whereas, Guarantor executed and delivered to Trustee that certain Guaranty Agreement dated FEBRUARY 10, 1991, in the amount of ONE HUNDRED FIFTY-EIGHT THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$158,300.00); and

Whereas, Guarantor hereby requests the Trustee modify and extend the Note, Trust Deed, and Assignment; and

Whereas, First Party, Guarantor, and Trustee agree to enter into this Second Modification Agreement.

Now, therefore, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Note, Trust Deed, and Assignment are hereby modified as follows:

1. That, as of the date hereof, the outstanding principal amount of the Note is ONE HUNDRED FIFTY-SEVEN THOUSAND THREE HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$157,325.00).

2. That, the maturity date is extended to JULY 10, 1996.

3. That, payments shall be due monthly beginning on AUGUST 1, 1991, and on the same day of each month thereafter, consisting of ONE HUNDRED NINETY-FIVE AND 00/100 DOLLARS (\$195.00) principal plus interest in arrears on the principal balance from time to time outstanding, with a final payment of all the outstanding principal and accrued interest due and payable on JULY 10, 1996.

4. Except for the modifications stated hereinabove, the Note, Trust Deed, Assignment, and Guaranty Agreement are not otherwise changed, modified or amended.

This Second Modification Agreement is executed by OAK BROOK BANK, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to perform any covenant either expressed or implied herein contained, or such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed as of the day and year first above written.

ATTEST:

Katherine E. Blumenthal

Its: ASSISTANT SECRETARY

OAK-BROOK BANK, not personally but as Trustee as aforesaid

By: *[Signature]*

Its: ASSISTANT VICE-PRESIDENT

2072
Kawar DL 7029530

3997522

UNOFFICIAL COPY

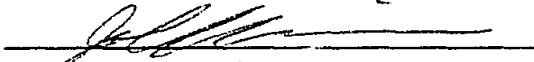
Property of Cook County Clerk's Office

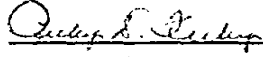
00000000

UNOFFICIAL COPY

NBD WOODFIELD BANK


ATTEST:


Its: VP

By: 
Its: RUBY D. FEELEY
~~ASSISTANT VICE-PRESIDENT~~

The Guarantor hereby acknowledges and agrees to the terms of this Second Modification Agreement and reaffirms his obligations under the Guaranty Agreement as being in full force and effect and binding upon him.

GUARANTOR:


WARREN J. HAEGER

PREPARED BY AND MAIL TO:
RUBY D. FEELEY
NBD WOODFIELD BANK
HIGGINS & MEACHAM ROADS
SCHAUMBURG, ILLINOIS 60196

Property of Cook County Clerk's Office

3997522

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000-0000

UNOFFICIAL COPY

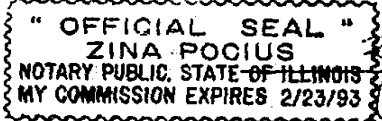
STATE OF ILLINOIS, Du Page County ss:

I, ZINA POCIUS, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that LAURA HUGHES of Dale Brook Bank

and KATHARINE E. BLUMENTHAL of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he/she, as custodian of the corporate seal of said bank, did affix the corporate seal to said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 1st day of August, 1991.

My Commission Expires:



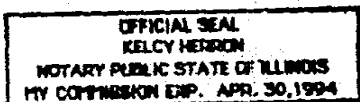
Zina Pocius
Notary Public

STATE OF ILLINOIS, Cook County ss:

I, Kelcy Herron, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ruby D. Feeley of NBD Woodfield Bank, a bank, and John A. Kiernan of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as Assistant Vice President and Vice President of said bank, respectively, and caused the corporate seal of said bank to be affixed thereto, pursuant to authority given by the Board of Directors of said bank, as their free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 29th day of July, 1991.

My Commission Expires:



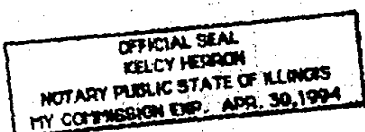
Kelcy Herron
Notary Public

STATE OF ILLINOIS, Cook County ss:

I, Kelcy Herron, a Notary Public in and for said county and state, DO HEREBY CERTIFY that Warren J. Haeger, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 29th day of July, 1991.

My Commission Expires:



Kelcy Herron
Notary Public

3997522

557000

557000

557000

UNOFFICIAL COPY

ZINA FOCIUS
LAURA HUGHES
KATHARINE E. BLUMENTHAL

" OFFICIAL SEAL "
ZINA FOCIUS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/28/25

Property of Cook County Clerk's Office

IN COOK COUNTY, ILLINOIS
NOTARY PUBLIC STATE OF ILLINOIS
ZINA FOCIUS
MY COMMISSION EXPIRES 3/28/25

3997522

Blumenthal
PHS

1951 SEP 23 PM 2:16
CAROL MOGELEY BRAUN
REGISTRAR OF TITLES

3997522

3997522

3997522

IDENTIFIED
NO. 11111111
DATE 09/23/51
C/1

CHICAGO TITLE INS
G#

70-29-530

INVESTIGATE

1485771

5

UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION OF THE MORTGAGED PREMISES:

LOTS 9 AND 10 IN BLOCK 1 IN BAETHKE'S SUBDIVISION OF THE SOUTH 372 FEET OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 295 FEET OF THE SOUTH 295 FEET, THE WEST 150 FEET OF THE SOUTH 200 FEET AND THE EAST 100 FEET OF THE WEST 250 FEET OF THE SOUTH 180 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 15-17-414-043

COMMON ADDRESS: 4105 W. MAY STREET, HILLSIDE, ILLINOIS

Property of Cook County Clerk's Office

3997522

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000