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Cook County Recorder 29.00

MORTGAGE MODIFICATION

Prepared by and after recording mail to:

Todd M. Van Baren
Hoogendoorn, Talbot, Davids,
Godfrey & Milligan
122 South Michigan Avenue, Suite 1220
Chicago, IL 60603



Common Address of Property:

14460 Raneys Lane
Orland Park, Illinois 60462

THIS MORTGAGE MODIFICATION ("Amendment") is entered into as of June 1, 2000, by and between THOMAS B. NESTOR ("Thomas") and ANNA E. NESTOR ("Anna") (together, "Grantors"), whose mailing address is 14460 Raneys Lane, Orland Park, Illinois 60462 and SOUTH HOLLAND TRUST & SAVINGS BANK, an Illinois banking corporation (together with its successors and assigns, hereinafter referred to as the "Lender"), whose mailing address is 16178 South Park Avenue, South Holland, Illinois 60473.

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②

WHEREAS, on June 16, 1997, Lender made a loan to Thomas and Anna in the original principal amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) as evidenced by that certain Promissory Note dated June 16, 1997 payable to the order of Lender ("Promissory Note"), which loan is secured by, among other things, a Mortgage from Thomas and Anna dated June 16, 1997, recorded on August 29, 1997 as Document No. 9763939 ("Existing Mortgage") with the Recorder of Deeds of Cook County, Illinois, on certain real property commonly known as 14460 Raneys Lane, Orland Park, Illinois 60462, as legally described in Exhibit A attached hereto and made a part hereof;

WHEREAS, on April 7, 1998, Lender made a loan to Thomas Anna, South Holland Trust & Savings Bank, not personally but solely as Trustee u/t/a Dated 2/25/97, known as Trust No. #11424 ("Trust #11424") and South Holland Trust & Savings Bank, not personally but solely as Trustee u/t/a Dated 12/26/96, known as Trust No. #11396 ("Trust #11396") (collectively, "Borrowers"), in the original principal amount of Forty-Six Thousand Three Hundred Four and 20/100 Dollars (\$46,304.20) as evidenced by that certain Promissory Note dated April 7, 1998 ("Note E") payable to the order of Lender, which loan is secured by, among other things, the Existing Mortgage.

WHEREAS, Lender and Borrowers entered into a Loan Modification Agreement of even date herewith ("Loan Modification Agreement") pursuant to which, among other things, the parties thereto consolidated the existing Promissory Note with other promissory notes and modified the term, interest rate and payment provisions of such indebtedness;

WHEREAS, on June 19, 1997, Lender made a loan to Thomas and Anna in the original principal amount of Six Hundred Thousand and No/100 Dollars (\$600,000.00) as evidenced by that certain Balloon Note dated June 19, 1997 ("Note D") payable to the order of Lender, which loan is secured by, among other things, a mortgage dated June 19, 1997, recorded June 25, 1997, as Document No. 97-459284 with the Recorder of Deeds of Cook County, Illinois;

BOX 333-CTI

WHEREAS, the parties hereto wish to record this Amendment to confirm as a matter of public record that the Existing Mortgage stands as continuing unsubordinated security for the original loans, as modified by the Loan Modification Agreement and to confirm that the Existing Mortgage also secures the loan evidenced by the Restated Note;

NOW THEREFORE, in consideration of the foregoing and Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated by reference as if fully set forth herein

2. Amendment to Mortgage. All references in the Existing Mortgage to the "Note" shall be deemed to refer to the Substituted Note and the Restated Note made and delivered in connection with the Loan Modification Agreement. Without limiting the foregoing, the Existing Mortgage is hereby amended by:

(a) deleting the definition of "Note" on page two in its entirety and inserting in its place the following: "Note. The word Note means the Substituted Promissory Note dated June 1, 2000, in the original principal amount of One Million Ninety-Four Thousand Forty-Nine and 28/100 Dollars (\$1,094,049.28) made payable to the order of Lender, and the Restated Note dated June 1, 2000, in the original principal amount of Thirty-One Thousand Three Hundred Eighty-Five and 36/100 Dollars (\$31,385.36), made payable to the order of Lender, together with all renewals, extensions of, modifications of, refinancings of, consolidations of, and substitutions for said promissory notes."

(b) deleting the last sentence of the definition of "Indebtedness" on page two and inserting in its place the following: "At no time shall the principal amount of the Indebtedness secured by this Mortgage, not including sums advanced to protect the security of the Mortgage, exceed Two Million Two Hundred Fifty Thousand Eight Hundred Sixty-Nine and 28/100 Dollars (\$2,250,869.28)."

The Existing Mortgage is further amended by inserting the following at the end of the subparagraph captioned "Breach of Other Agreement" on page seven: ", further including, without limitation, that certain mortgage dated January 7, 1997, recorded on January 8, 1997 as Document No. 97-016714 with the Recorder of Deeds of Cook County, Illinois, on certain real property commonly known as 15553 - 129th Street, Lemont, Illinois 60439, as legally described therein, as amended by a Mortgage Modification dated of even date herewith and recorded with the Recorder, and further including, without limitation, that certain mortgage dated March 10, 1997, recorded on March 17, 1997 as Document No. 97-021548 with the Recorder of Deeds of Will County, Illinois, on certain real property commonly known as 13245 Lincoln Highway, New Lenox, Illinois 60451, as legally described therein, each as amended by a Mortgage Modification dated of even date herewith and recorded with the Recorder."

3. Continuing Obligation: Priority. Grantors hereby ratify and reaffirm their continued and uninterrupted obligation for repayment of the loans evidenced by the Substituted Note and the Restated Note. Grantors' obligation to repay the loans is and shall remain in full force and effect and is free of any offsets and defenses of any kind. The parties hereto agree and acknowledge that they do not intend any subordination or loss of priority of the lien of the Lender under the Existing Mortgage and that every lien

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and security interest granted to the Lender in connection with the Existing Mortgage shall remain valid and first priority liens and security interests which secure the obligation to repay said loans, as modified by the Loan Modification Agreement. Neither this Amendment nor the execution and delivery of the Loan Modification Agreement shall constitute a novation.

4. Further Modification. This Amendment and any and all documents securing the loans (as modified), may not be further changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing signed by the parties hereto.

5. Successors and Assigns. The terms, provisions, covenants and conditions of this Amendment shall be binding upon the Grantors and their respective heirs, devisees, representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

6. Severability. If any provision of this Amendment or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable neither the remainder of the instrument, nor the application of such provision to other persons or circumstances or the other instruments referred to herein, shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

7. Counterparts. This Amendment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed an original, and all such counterparts shall constitute but one and the same instrument.

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

LENDER:

South Holland Trust & Savings Bank

By: Christophe Barham
Its: _____

GRANTOR:

Thomas B. Nestor
Thomas B. Nestor

Anna E. Nestor
Anna E. Nestor

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

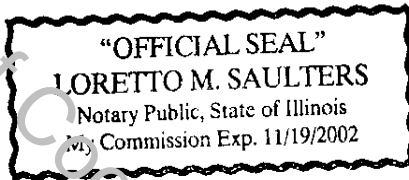
I, Loretto M. Saulters, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas B. Nestor and Anna E. Nestor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 1st day of June, 2000.

Loretto M. Saulters
Notary Public

My commission expires:

11-19-02



STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

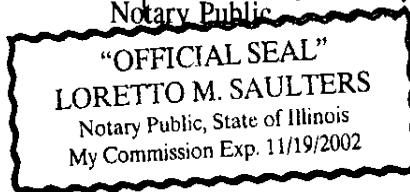
I, Loretto M. Saulters, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christopher Brokemond, Vice President of South Holland Trust & Savings Bank, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 1st day of June, 2000.

Loretto M. Saulters
Notary Public

My commission expires:

11-19-02



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EXHIBIT A

Legal Description:

Lot 7 in E.V.E. Whispering Oak subdivision of Lot 2 in Wildwood Hills subdivision, being a subdivision of part of the East ½ of the West ½ of the Northwest ¼ of Section 9, Township 36 North, Range 12 East of the Third Principal Meridian, lying South of the North line of the Northwest ¼ (except the right of way of the Wabash, St. Louis and Pacific Railroad) recorded April 25, 1956, Torrens document number 1665811, in Cook County, Illinois.

P.I.N. 27-09-108-020