THIS INSTRUMENT PROPERTY OF FICIAL COPY

BY/RETURN TO:

DENISE WICK FIRST BANK AND TRUST COMPANY 300 E. Northwest Highway Palatine, JL 60067 00490758

4377/0246 20 001 Page 1 of

2000-06-30 12:16:10

Cook County Recorder

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PROMISSORY NOTE MODIFICATION ACPESMENT

THIS AGREEN ENT, dated this

day of JUNE, 2000, by and between FIRST BANK AND TRUST COMPANY OF ILLINOIS, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE PROVISIONS OF TRUST AGREEMENT DATED DECEMBER 1, 1999 and Jones as TRUST NO. 10-2362 ("FRUSTEE"), MICHAEL ZUCKER, an individual, KENNETH MOTEW, an individual, and FOWARD ANKIN, an individual, jointly and severally (Trustee, Zucker, Motew and Ankin are hereinafter collectively referred to as "FORROWER" whether singular or plural), and FIRST BANK AND TRUST COMPANY OF ILLINOIS, (hereinafter referred to as the "LANK").

### WITNESSETH:

WHEREAS, BORROWER executed and delivered to the BANK, a Promissory Note (hereinafter referred to as "NOTE") dated DECEMBER 1, 1999 in the amount of \$600,000 for with a maturity date of DECEMBER 1, 2000.

WHEREAS, BORROWER executed and delivered to the PANK a Mortgage and, as additional collateral, an Assignment of Rents (hereinafter individually referred to as "MORTGAGL" and "ASSIGNMENT OF RENTS") dated DECEMBER 1, 1999 securing the NOTE and conveying and mortgaging real estate located in COOK County, State of ILLINOIS, legally described as

LOT 1 IN BLOCK 1 IN SICKEL AND HUFFMEYER'S SUBDIVISION OF THE SOUTH ½ OF THE NORTH ½ OF THE SOUTHWEST ½ OF THE SOUTHWEST ½ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

1501 WEST HENDERSON, CHICAGO, ILLINOIS

PIN:

14-20-320-024-0000

said MORTGAGE and ASSIGNMENT OF RENTS being recorded in the Recorder's/Registrar's Office of COOK County, Illinois, on <u>DECEMBER 22, 1999</u> as Document Number <u>09189110</u>

WHEREAS, BORROWER assigned to BANK their entire beneficial interest in First Bank land dur, v., 10-2362 by executing a SECURITY AGREEMENT AND ASSIGNMENT - INTEREST IN LAND TRUST (hereinaft), referred to as "ASSIGNMENT OF BENEFICIAL INTEREST"), dated <u>DECEMBER 1, 1999</u>, as additional collateral for the 10 we described NOTE.

WHEREAS, BORROWER executed and delivered to the BANK, an Allonge to Promissory Note (hereinalter referred to as "ALLONGE") dated of even date herewith in the amount of \$675,000.00 which is incorporated and made a part of the NOTE.

WHEREAS, the BANK represents that it is the owner and holder of the NOTE and the ALLONGE.

WHEREAS, the MORTGAGE represents a FIRST mortgage upon the real estate located at 1501 WEST HENDERSON, CHICAGO, ILLINOIS.

WHEREAS, the BORROWER certifies that there are no other liens or encumbrances (except for real estate taxes not yet due), or other mortgages on the real estate and improvements, except in favor of the BANK.

WHEREAS, the BORROWER has requested and the LENDER has agreed to increase the principal balance of the NOTE.

BOX 333-CTI

# UNOFFICIAL COPY T-494 P. 003/016

MODIFICATION AGREEMENT

00490758

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable considerations in hand paid, the mutual benefits of the parties hereto, the receipt of which is hereby mutually acknowledged, the

- 1. That the foregoing recitals are hereby incorporated into and made a part of this PROMISSORY NOTE MODIFICATION AGREEMENT.
- 2. That the principal balance of the NOTE be increased from Six Hundred Thousand and NO/100 Dollars (\$600,000,000) to Six Hundred Seventy-five Thousand and NO/100 Dollars (\$675,000.00), as reflected in the above-described
- 3. That the BORROWER agrees to pay BANK a One Thousand Five Hundred and No/100-----(\$1,500.00) loan fee and any other fees due to BANK, including any trust fees, incurred in connection with this Modification Agreement and authorizes Bank to increase the principal balance of the Note by said amount in payment of said fees.
- 4. That the interest floor described in said NOTE be changed from ten and a one-half percent (10.50%) per annum to eleven and a one-half percent (11.50%) per annum, as reflected in the above-described ALLONGE.
- as well as upon request by Bank. Each financial statement provided by BORROWER shall be signed and currently dated by BORROWER and carried by BORROWER to Bank to be a true and correct financial statement. BORROWER further acknowledges that its failure to timely deliver its financial statement shall constitute a default pursuant to the terms of the Note and statement through the date said immedial statement is delivered to accrue at the default rate from the due date of the financial statement through the date said immedial statement is delivered to and received by Bank. BORROWER authorizes Bank to order any credit reports and other information that Bank deems necessary to perform its periodic credit reviews. BORROWER agrees to pay Bank an annual fee of \$250, plus crass, including the cost of credit reports and other information, for and in connection with its periodic credit reviews and further authorizes Bank to add said fee and costs to its loan.
- 6. In the event any Liabilities are not paid to BANK when due, all Liabilities outstanding will accrue interest, from such due date until such overdue amount is paid, at the rate of twenty-four (24%) annum, calculated on the basis of a 360-day year and actual days elapsed. All payments hereunder short by made to BANK at its place of business, 300 E. Northwest Highway, Palatine, Illinois. Any payments received will be applied first to any costs and expenses due hereunder, second to any interest than due, third to any principal then due, fourth to any interest as crued but not then due and the remainder to any principal outstanding.
- 7. Whenever the context of this MODIFICAT ON AGREEMENT or any of the other loan documents including, but not limited to, the NOTE, ALLONGE, MORTGAGE, ASSIGNMENT OF RENTS AND ASSIGNMENT OF BENEFICIAL INClude the formatine, the singular number shall include the plural number and vice versa, and any gender shall be deemed to include the formatine, masculine or neutral gender.
- 8. That the BANK agrees on behalf of itself and of any subsequent no der to mark the NOTE and ALLONGE so us to reflect the terms of this Agreement before transferring or negotiating the same
- 9. That the BORROWER hereby agrees that the lien of the said MORTGAGE, ASSIGNMENT OF RENTS AND ASSIGNMENT OF BENEFICIAL INTEREST shall secure the NOTE and ALLONGE as nucley amended to the saide extent as if ASSIGNMENT OF BENEFICIAL INTEREST.
- 10. That both parties hereto further mutually agree that all of the terms, provisions, stipulations, powers, and covenants in the said NOTE, A)LLONGE, MORTGAGE, ASSIGNMENT OF RENTS, AND ASSIGNMENT OF BEN LFICIAL INTEREST express terms by this Agreement.
- 11. That this Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.
- BORROWER acknowledges that the BANK's Land Trust Department charges fees for its services which may or may not differ substantially from fees charged by other institutions providing land trust services. BORROWER hereby acknowledges receipt of the BANK's current fee schedule for Land Trust Services, a copy of which is attached hereto and made a part hereof as "Exhibit A". BORROWER agrees to pay the BANK's land trust fees pursuant to said Schedule and authorizes the BANK to charge said fees directly to the loan balance at the discretion of the BANK.
- BORROWER acknowledges that the BANK charges fees for services it provides in connection with administering its loans including but not limited to, release fees, construction draw fees and inspection fees. These may or may not differ substantially from fees charged by other institutions. BORROWER hereby acknowledges receipt of the BANK's current a part hereof as "Exhibit B". BORROWER agrees to pay the BANK's fees pursuant to said Schedule and authorizes the BANK to charge said fees directly to the loan balance at the discretion of the BANK.

# UNOFPETAL COPY PAGE THREE MODIFICATION AGREEMENT

BORROWER hereby acknowledges and agrees that certain costs and expenses advanced by the BANK and charged to BORROWER (including, but not limited to, appraisal fees, overnight delivery service, messenger service, attorney's fees, interest and environmental inspection report fees) may include not only the BANK's actual out-of-pocket costs but additionally a linits sole discretion, which may, but does not need to be, deemed reasonable and/or customary to others, and will represent compensation for the BANK's oversight, review and analysis as well as a profit for the BANK for providing these services. BORROWER agrees to pay the BANK's charges for such services rendered by it or others and authorizes the BANK to charge said fees directly to the loan balance at the discretion of the BANK.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and first above written

		<b>9</b>	and that above written.	
BORROWER:		BANK	K;	
BY: MICHAEL 200	TKER 7	BY:	MICHAEL C. WINTER, 'RES. & VEO	
BY: RENNETH MO	TEV			\
BY: HOWARD ANK				
AND;	C			
FIRST BANK AND TRU AGREEMENT DATED DI	IST COMPANY OF ILLING; , ; ECEMBER 1, 1999 AND KNO WN	NOT PERSONALLY, E 1/15 TRUST #10-2362.	BUT AS TRUSTEE UNDER A TRUST	
BY:	u e			
	ASST. TRUST OFFICER	77/		
ATTEST;	ASST. TRUST OFFICER		76/4/5 Ox	
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			CO	

Jun-07-2000 03:12pm From-

# UNOFFICIAL COPY MODIFICATION AGREEMENT

I,  THAT MICHAEL ZUCKER appeared before me this day in act for the uses and purposes	, a Notary Publipersonally known to be person and acknowledged therein set forth, including	ic, in and for said the same person he signed, scaled	County, in the Stat whose name is sub and delivered the	e aforcsaid, DO HER) secribed to the forego id instrument as his fre	BY CERTIF ing instrumer
Given under my hand and No	itarial Seul this	day of	varver of the right o	u nomestead.	-40
	<del></del>	(M) 01			2000.
		****	NOTARY PI	UBLIC	· <del></del>
6.					
STATE OF ILLINOIS	,				
COUNTY OF COOK	25				
1	4				
THAT KENNETH MOTEW appeared before me this day in act for the uses and purposes a	nerron and asked and dead	ue annie hetzen M	mose haine is subs	aforosaid, DO HERE scribed to the foregoind instrument as his free inomestead.	BY CERTIFY ig instrument and voluntary
Given under my hand and Not	arial Scal this	day of		- th	2000,
	•				
		CO.	NOTARY PU	BLIC	
		4	<b>A</b>		
STATE OF ILLINOIS )			17		
COUNTY OF COOK )					
HAT HOWARD ANKIN pers refore me this day in person and the uses and purposes therein se	a Notary Public, onally known to be the sam d acknowledged he signed, at forth, including the relea	To position kineage (g	anie is annaturben to	) U. Toregoing instrum	Y CERTIFY sont, appeared untary act for
Given under my hand and Nota					, 2000.
				175	, 5000.
		·	NOTARY PUR	<u> </u>	$\Box$

# UNOFFICIAL COPPAGE 5 MODIFICATION AGREEMENT

STATE OF ILLINOIS COUNTY OF COOK I, a Norary Public, in and for said County, do hereby certify that Michael C. Winter, PRESIDENT subscribed to the foregoing instrument as such PRESIDENT AND CEO respectively, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act of said Bank for the uses and Given under my hand and notarial scal this \_\_\_\_ day of NOTARY PUBLIC STATE OF ILLINOIS COUNTY OF COOK ASST TRUST OF ER of the First Bank and Trust Company of Illinois and

ASST TRUST OFF ER of the First Bank and Trust Company of Illinois and

ASST TRUST OFFICER of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST TRUST OFFICERS 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 of said Bank, us Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASST TRUST OFFICERS then and there acknowledged that they, as custodian of the corporate seal of said Bank, did affix the corporate so all of said Bank to said instrument as their own free and voluntary act of said Bank as Trustee, aforesaid, for the uses and purposes one six set forth a Notary Public, in and for said County, do hereby certify that NOTARY PUBLIC Given under my hand and notarial seal this

Exhibit "A

### TRUST DEPARTMENT **HOURS**

By Appointment -Only-

10:00AM to Noon Mon., Tues., Thurs. & Fri

One (1) Week Notice, in advance, is Required Before We Will Execute any Direction or Documentation.

## **ENVIRONMENTAL INDEMNITY AGREEMENT**

As a condition precedent of this bank, as Trustee, accepting any New Trust, or continuing to act as Trustee of any existing Trust, the Beneficiary will be required to execute our standard Environmental Indemnity Agreement. Copies are available in the Trust Department. Existing Trust customers will be asked to execute our Agreement before any Letters of Direction are processed if such an executed Agreement is not on file with the Trust Department for that particular trust.

### **SPECIAL NOTICE**

We will not knowingly accept property into Trust where liquor is sold or served or where we have knowledge an activity occurs or could have occurred which was, is or could be a violation of any Environmental Laws.

# **COMMERCIAL**

LAND

**TRUST** 

FEE

**SCHEDULE** 

# First Bank

FIRST BANK AND TRUST COMPANY OF ILLINOIS

847-358-6262

MEMBER FDIC

## TYND LKAST FEE SCHEDULE COMMERCIAL

(Effective January 1, 2000)

Annual Title fees are payable in advance.
acceptance of Trust Agreement. It does not include annual fees.
NOTICE: Trust Acceptance Fee is for preparation, review and

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not include annual fees.				

	Annual Title fees are payable in advance.
include annual fees.	acceptance of Trust Agreement. It does not

· · · · · · · · · · · · · · · · · · ·
ISSUING TRUSTEE'S DEED**

ISSUING PAY PROCEEDS LE 'TER\*\*...

əəl guilil ТОККЕИЅ КЕСІЅТКАТІОИ...... \$350 includes \$49

applicable

\$250 plus prep fee, if

Absolute applicable converse and / or BENEFICIAL INTEREST\*\*..... Ti ,550 Plus prep fee, if EXECUTING ASSIGNMENTS OF

applicable EXECUTING AMENDMENTS\*\* \$500 Plus prep 'ee, if

applicable CHANGE OF BENEFICIARY\*\*..... \$500 Plus prep fee, it

EXECUTING MORTGAGES:\*\*

Over \$500,000. add \$3.00 per thousand applicable. Face Amount up to \$500,000 ..... \$200 Plus prep fee, if (includes notes)

000,00c\$ 13vo

\$200,00 TO \$1000.00

ALTA STATEMENTS (EXTRA)..... 001\$

**EXECUTING LEASES** 

MISC. DOCUMENTS (EXTRA)..... \$350 per document

Notice to IRS of Trust Closing...... \$50 Notice to IRS of Change of Status...... \$50 Notice to IRS of Fiduciary Relationship ...... \$50 IRS FILING FEES: (Not included in trust acceptance fee)

\$750,000 thousand over \$250,000 and over..... \$200 plus \$1.00 per Under \$250,000..... **00E**\$ Current Mkt. Value of Property: Acceptance/Annual: TRUST ACCEPTANCE AND ANNUAL FEES:

NOTICE OF MECHANIC'S LIEN..... 005\$

DECLARATION \$250 PER UNIT..... (000,12 muminiM) EXECUTING CONDOMINIUM

INTEREST if warranted. ,lsnoitibbs aulq 002\$ STATEMENT OF BENEFICIAL additional page) (\$2 for each FURNISHING CERTIFIED COPIES..... \$200 tor up to 5 pages PARCELS...... 005\$ ACCEPTANCE OF ADDITIONAL SUMMONS & COMPLAINT..... 005\$ NOTICES & ATTORNEY LIENS..... 005\$ (\$320 per hour) COURT APPEARANCE ...... muminim 002\$ Over \$1,000.000,1\$ rayO 001\$ .....66'666\$ ot 00'00\$\$ 05\$ \$32 Face amount up to \$249.99..... PROOF OF LOSS\*\*

## **bBEb LEE2**

05\$

001\$

is volled as A me idments and/or Assignments there are additional charges n eded. If we are to prepare any Letters of Direction, necessary Letters of Direction to execute the document \*\*NOTICE: This fee does not include our preparation of the

For ABI's ...... \$520 For Amendments 9258 For Leticis of Direction ..... 1120

FORWARDING MISC. MAIL:.....

Tax Assessment.....

FORWARDING: Real Estate Tax Bill or

.lluf ni bisq on all unpaid bills at the rate of 24% per annum A.P.R. after 30 days until we will execute any Direction or any documentation. Late fees are charged charges incurred. One week's written notice, in advance, is required before rendered. Once the service is performed you shall be obligated to pay the advance, so that you will be aware of our charge before the service is Please obtain a quote for such service from one of our Trust Officers, in for performing any other service that is not specifically listed above. change taking effect. Additionally, the Dan's shall charge a reasonable fee posting such change in the Lobby of our Bank at least 30 days prior to such NOTE: The above fees are subject to change from time to time upon

Mon, Tues, Thurs, Fri. -nooM of MA01--By Appointment Only-TRUST DEPARTMENT HOURS

JVOELCI Work and object to the same of the EXECUTING, PLATS OF SUBDIVISION

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# LAND TRUST FEE SCHEDULE

(Effective January 1, 2000)

NOTICE: Trust Acceptance Fee is for preparation, review and acceptance of Trust Agreement. It does not include annual fees. Annual Title fees are payable in advance.

ISSUING TRUSTEE'S DEED**	\$350 for deed. \$50 additional if closing Trust, plus prep fee, if applicable
ISSUING PAY PROCEEDS LETTER**	\$250 plus prep fee, if applicable
TORRENS REGISTRATION	\$350 includes \$49 filing fee
EXECUTING ASSIGNMENTS OF BENEFICIAL INTEREST**	\$500 Plus prep fee, if collaieral and / or Absolute applicable
EXECUTING AMENDMENTS**	\$500 Plus prep fee, if applicable
CHANGE OF BENEFICIARY**	\$500 Plus prep fee, if applicable
EXECUTING MORTGAGES:** (includes notes)	
Face Amount up to \$500.000	\$500 Plus prep fee, if
Over \$500,000	applicable. add \$3.00 per thousand over \$500.000
EXECUTING LEASES	\$500.00 TO \$1000.00
ALTA STATEMENTS (EXTRA)	\$100
MISC. DOCUMENTS (EXTRA)	\$350 per document
IRS FILING FEES: (Not included in trust accepta Notice to IRS of Fiduciary Relationship Notice to IRS of Change of Status Notice to IRS of Trust Closing	\$50 \$50
TRUST ACCEPTANCE AND ANNUAL FEES: Current Mkt. Value of Property:	Acceptance/Annual:
Under \$250,000	Acceptance/Annuar:

Under \$250,000.....

\$250,000 and over.....

NOTICE OF MECHANIC'S LIEN.....

DECLARATION \$250 PER UNIT.....

EXECUTING PLATS OF SUBDIVISION .....

EXECUTING CONDOMINIUM

\$300

\$500

\$500 plus \$1.00 per

(Minimum \$1,000)

\$250 per sub - divided lot (Minimum \$750)

thousand over \$250,000

PROOF OF LOSS**	
Face amount up to \$249.99. \$250.00 to \$499.99. \$500.00 to \$999.99. Over \$1,000.00.	\$35 \$50
COURT APPEARANCE	\$500 minimum (\$350 per hour)
NOTICES & ATTORNEY LIENS	\$500
SUMMONS & COMPLAINT	\$500
ACCEPTANCE OF ADDITIONAL PARCELS	\$500
FURNISHING CERTIFIED COPIES	\$200 for up to 5 pages (\$5 for each additional page)
STATEMENT OF BENEFICIAL INTEREST	\$500 plus additional if warranted.
FORWARDING: Real Estate Tax Bill or Tax Assessment	\$100

### PREP FEES

\*\*NOTICE: This fee does not include our preparation of the necessary Letters of Direction to execute the document needed If we are to prepare any Letters of Direction, Amendments and/or Assignments there are additional charges as follows:

For Letters of Direction\$1:	าบ
For Amendments	
Eng ADD	,,
For ABI's \$2	50

FORWARDING MISC. MAIL:.....\$50

NOTE: The above fees are subject to change from time to time upon posting such change in the Lobby of our Bank at past 30 days prior to such change taking effect. Additionally, the Bank small charge a reasonable fee for performing any other service that is not specifically listed above. Please obtain a quote for such service from one of our Trust Officers, in advance, so that you will be aware of our charge before the service is rendered. Once the service is performed you shall be obligated to pay the charges incurred. One week's written notice, in advance, is required before we will execute any Direction or any documentation. Late fees are charged on all unpaid bills at the rate of 24% per annum A.P.R. after 30 days until paid in full.

> TRUST DEPARTMENT HOURS -By Appointment Only--10AM to Noon-Mon.. Tues., Thurs., Fri.

# **UNOFFICIAL COPY**

00490758

### EXHIBIT B

### COMMON COMMERCIAL REAL ESTATE LOAN FEES (NON-CONSUMER)

This is a partial listing of commonly incurred fees and is not intended to be a complete listing. Trust Fees are not included.

PAY -OFF LETTERS:

\$200.00

RELEASES:

FULL PARTIAL \$200.00

\$350.00

**CONSTRUCTION LOAN DRAW REQUESTS:** 

(Processing, Analyzing & Balancing)

\*PROJECTS UNIVER \$3,000,000 \*PROJECTS \$3,000,050 AND OVER

\$350.00 PER DRAW \$500.00 PER DRAW

ARCHITECTURAL INSPECTION AND REPORTS:

SINGLE FAMILY HOMES

(Non-Subdivision)

\$400.00 PER DRAW

SINGLE FAMILY HOMES

(Sub-Division)

\$300.00 PER ADDITIONAL UNIT(S), PER

**TOWNHOUSES** 

\$400.00 FIL. \$300.00 PER ADDI. DRAW \$300.00 FIRST UNIT, PER DRAW \$250.00 PER ADDITIONAL UNIT( \$250.00 PER ADDITIONAL UNIT(S), PER

**MULTI-FAMILY** 

(Apartments, Condos, Lofts)

\*PROJECT SIZE:

Less than \$1,000,000 \$500.00 PER DRAW \$1,000,000 TO \$2,499,999 \$1,000.00 PER DRAV \$2,500,000 TO 4,999,999 \$1,250.00 PER DRAW \$5,000,000 TO \$9,999,999 \$1,500.00 PER DRAW \$10,000,000 AND OVER \$2,000.00 PER DRAW

OFFICE, INDUSTRIAL & RETAIL

\*PROJECT SIZE

Less than \$5,000.000 \$5,000,000 TO \$9,999,999 \$10,000,000 AND OVER

\$1,000.00 PER DRAW \$1,500.00 PER DRAW \$2,000.00 PER DRAW

Effective August 1, 1999. Fees are subject to change without notice.

<sup>\*</sup>Project size is based on appraised value (not cost).