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Prepared By:
NICHOLAS GEROULIS
MARTIN & KARCAZES, LTD.
30 N. LaSalle Street
Suite 4020
Chicago, Illinois 60602

Mail To: PLAZA BANK 7460 W. Irving Park Road Norriage, IL 60634 00950352

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Cook County Recorder

27.50



MODIFICATION AGREEMENT

*LaSaile Bank National Association, formerly known as

THIS MODIFICATION AGREEMENT made as of this 1st day of December, 2000, by and between LASALLE NATIONAL BANK, Not Personally but as Trustee under Trust Agreement dated December 13, 1986 and known as Trust No. 01-2472 (hereinafter called "Mortgagor") and PLAZA BANK, an I'lirois banking corporation, with an office at 7460 W. Irving Park Road, Norridge, Illinois 60634 (hereinafter called "Lender").

WITNESSETH:

This Agreement is based upon the fellowing recitals:

- A. On July 14, 1998, for full value received, Mortgagor's beneficiary (hereinafter called "Borrower") executed and delivered to Lender a Note in the principal amount of ONE MILLION FIFTY THOUSAND DOLLARS (\$1,050,000.00) (hereinafter called the "Note").
- B. Mortgagor secured the obligations under the Note by granting to Lender a certain Junior Mortgage (hereinafter called the "Mortgage"), dated July 14, 1998, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage was recorded on July 28, 1998 as Document No. 98658502 with the Recorder of Deeds of Cook Courty, Illinois, and modified pursuant to the Modification Agreement dated January 14, 1999 and recorded on February 23, 1999 as document number 99178329 covering the property described below:

LOT 43 (EXCEPT THE SOUTH 6.0 FEET THEREOF) IN THE RESUBDIVISION RECORDED MAY 1, 1964 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 19115962 OF LOTS 101 TO 144, BOTH INCLUSIVE, AND LOT 100 (EXCEPT THE NORTH 47.0 FEET THEREOF) IN WITWICKI'S SECOND ADDITION TO GLEN EDEN ESTATES, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 11 AND PART OF THE NORTHWEST QUARTER OF SECTION 12, ALL IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PIN: 12-11-210-029-0000

Common Address 5508 N. Paris, Chicago, IL 60656

- The property described in paragraph B above is hereinaster reserred to as the Mortgaged Premises
 - Borrower and Lender have agreed to make certain modifications to the Note. D.
 - E. The outstanding principal balance of the Note as of December 1, 2000 is \$81,024.44.
- Mortgagor represents to Lender that there is no junior mortgage or other subsequent F. lien now outstanding against the Mortgaged Premises (unless disclosed to Lender, and such subsequen lienholder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"). and that the lien of the Mortgage, as herein modified, is a valid, first and subsisting lien of said Mortgage Premises.

NOW THEREFORE for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Note is hereby modified as follows:

- The monthly instalment payment under the Note shall be reduced from \$10,974.02 to 1. \$846.54.
- The maturity date of the Note is extended from August 14, 2003 to December 1, 2005. 2.
- All other terms and conditions of the Note and the Mortgage securing the Note shall remain 3. in full force and effect.

In consideration of the modification of the terms of the Note, and the other loan documents identified above by Lender, as hereinabove set forth, Mortgagor does nervoy covenant and agree to pay the balance of the indebtedness evidenced by the Note, as herein modified and to perform the covenants contained in the aforementioned documents, and Mortgagor represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid, first and subsisting lien on the Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note and other loan documents as modified hereby, or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Lender under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note and other instruments and

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documents executed in connection with the subject loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

The undersigned here'by authorizes Plaza Bank to place a (legend) on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

Attest:

Aftestation not required by LaSaile Bank National Association

Bylaws

Its

PLAZA BANK, Lender:

President

*LaSalle Bank National Association.

formerly known as

COOK COUNTY S *LASALLE NATIONAL BANK, Personally but as Trustee under Trust Agreement dated December 13, 1986 and known as Trust No. 01-2472

This instrument is a red by LASALLE BANK National Association, not personally but solely as in the as aforesaid, in the exercise of the power and authority conterred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all staten ents herein made are made on information and belief and are to be upon "gr", exceedingly, and no personal liability shall be ascerted or be enforcecold against LASALLE BANK National Association by reason of any of the terms provisions, stipulations covenants and/or statements contained in the strument

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	TATE OF ILLINOIS)) SS.	00950352
	Joseph T. Marzan to the foregoing instrum Secretary of PLAZA B. as their free and volunta	ethy Michaczyk ertify that on this control personally known nent and personally ANK and acknowle ry act and deed, and	_, a Notary Public in and for said County, in the State ay personally appeared before me, Robert C. and to me to be the same persons whose names are subscribed known to me to be the President and Assistant dged that they signed and delivered the said instrument that the said instrument was signed and delivered in the c free and voluntary act of said corporation for the uses
	alle Bank National Association, erly known as	_, 2000.	Notary Public
10,111	State of Illinois)	ss. Cof	OFFICIAL SEAL DOROTHY E MICHALCZYK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 12/10/02
	be the same person who acknowledged that	se name subscri	and for said county, in the aforesaid State, do hereby ASALLE NATIONAL BANK, and known to me to ibea to the foregoing instrument as such ADMINIA appeared before me this day in person and the said instrument as a book own free and voluntary act, k, for the uses and purposes therein set forth.
	Dated: <u>December 4</u>	, 2000	The tables at a purposes therein set Iorth.

"OFFICIAL SEAL"
PATRICIA L. ALVAREZ
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 10/12/2004