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Cook County Recorder

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EXTENSION AND MODIFICATION AGREEMENT

BORROWER: Greatbank Trust Co., Successor Trustee to First National Bank in Chicago Heights, not individually, but as trustee under Trust Agreement Dated October 10, 1983 and known as Trust No. 5664

GUARANTOR: Warren Albert

NOTE NO: 343851-10

This AGREEMENT, made this 16th day of January, 2001, by and between FIRST NATIONAL BANK (hereinafter called "Bank") Greatbank Trust Co., Successor Trustee to First National Bank in Chicago Heights, not individually, but as trustee under Trust Agreement Dated October 10, 1983 and known as Trust No. 5664 (hereinafter called "Borrower") and Warren Albert (hereinafter called "Guarantor").

EXONERATION CLAUSE IS ATTACHED
HERE TO AND MADE A PART HEREOF.

REI TITLE SERVICES # RS99038 WITNESSETH:

WHEREAS, the Borrower executed and delivered to Bank a Promissory Note dated January 16, 1996 in the original principal amount of One Hundred Fifty Thousand AND 00*/100 DOLLARS (\$150,000.00); and,

WHEREAS, said Note is secured by a certain Mortgage, and Assignment of Parts dated January 16, 1996, and recorded with the Office of Deeds of Cook County, Illinois, on January 24, 1996, as document Numbers 96-064318 and 96-064319, respectively, and a Collateral Assignment of Beneficial Interest, all on premises described as follows:

UNIT NUMBER 101 IN THE 320 BUILDING CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOT 9 IN THE SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN FORMERLY ASHLAND HIGHLANDS SUBDIVISION, BEING A SUBDIVISION OF LOTS 43 TO 52 INCLUSIVE AND LOTS 74 TO 83 INCLUSIVE OF DIXIE GARDENS, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE

NORTHWEST ¼ OF SECTION 17, AND THE SOUTH EAST ¼ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 11, 1993 AS DOCUMENT 93443411 AND RERECORDED JUNE 23, 1993 AS DOCUMENT 93481819 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY.

Common Address: 320 West 202nd Street Unit 101
Permanent Index No. 32-18-205-040-1001

WHEREAS, the Bank is the owner and holder of said Note and the above described Security Documents and the Borrower is the owner of the Pledged Assets; and,

WHEREAS, The Guarantor is also liable for the payment of the indebtedness due under the Note pursuant to the terms and conditions of that certain Guaranty Agreement dated January 16, 1996; and,

WHEREAS, the Note matured on January 16, 2001; and,

WHEREAS, the Borrower and Guarantor have requested that the Bank extend the maturity date for the payment of all amounts due under the Note, and the Bank is willing to extend the maturity date upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows: EXONERATION CLAUSE IS ATTACHED HERETO AND MADE A PART HEREOF.

1. Acknowledgment of Balance. The Borrower and Guarantor acknowledge that as of the date hereof, the unpaid balance due and owing on said note is ONE HUNDRED THIRTY ONE THOUSAND SIX HUNDRED THIRTY AND 38/100 DOLLARS (\$131,630.38) of principal and 00/100 DOLLARS (\$.00) of interest, and that said Note is not subject to any defenses or offsets whatsoever.
2. Modification of Terms. That the repayment of the Note is hereby modified as follows:
 - (a) The maturity date of the Note is hereby extended from January 16, 2001 to January 16, 2006; and,
 - (b) That interest shall be payable at the rate of eight (8%) percent per annum from the date hereof and,
 - (c) That the Note shall be repaid in 59 installments of ONE THOUSAND TWO HUNDRED SIXTY SIX AND 50/100 DOLLARS (\$1,266.50) and one irregular last payment estimated at ONE HUNDRED AND FIVE THOUSAND AND ONE HUNDRED FORTY FIVE AND 49/100 DOLLARS

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(\$105,145.49) to be applied first to accrued interest, next to unpaid fees and charges (if any) with the remaining balance applied to principal, beginning on February 16, 2001 and on the same day of each successive 16th day of each month thereafter, until the maturity date at which time all unpaid amounts due and owing on the Note shall be payable in full; and,

3. Fees and Costs. Borrower and Guarantor jointly and severally have agree to pay all attorney's fees, title charges, recording charges and any other costs outlined in this Agreement.
4. Late Payment Fee. Borrower shall pay to the Bank a late charge of five percent (5%) of any monthly installment not received by the Bank within ten (15) days after the installment is due.

EXONERATION CLAUSE IS ATTACHED
HERETO AND MADE A PART HEREOF.
5. Reaffirmation of Representation / Continuation of Documents. Borrower and Guarantor further agrees that all of the stipulations, provisions, conditions and covenants of the above described Note and Security Documents shall remain in full force and effect, except as herein extended and/or modified, and nothing herein shall be construed to impair the security or lien of the Bank in and to the Pledged Assets nor to affect nor impair any rights or powers which Bank may have under this Note and Security Documents or in any other instrument or document delivered to the Bank by the Borrower or Guarantor.
6. BORROWER AND GUARANTOR HEREBY AGREE THAT, IN THE EVENT BORROWER OR GUARANTOR SHALL (i) FILE WITH ANY BANKRUPTCY COURT OF COMPETENT JURISDICTION OR BE THE SUBJECT OF ANY PETITION UNDER TITLE 11 OF THE U.S. CODE, AS AMENDED, (ii) BE THE SUBJECT OF ANY ORDER FOR RELIEF ISSUED UNDER SUCH TITLE 11 OF THE U.S. CODE, AS AMENDED, (iii) FILE OR BE THE SUBJECT OF ANY PETITION SEEKING ANY REORGANIZATION, ARRANGEMENT, COMPOSITION, READJUSTMENT, LIQUIDATION, DISSOLUTION, OR SIMILAR RELIEF UNDER ANY PRESENT OR FUTURE FEDERAL OR STATE ACT OR LAW RELATING TO BANKRUPTCY, INSOLVENCY, OR OTHER RELIEF FOR DEBTORS, (iv) HAVE SOUGHT OR CONSENTED TO OR ACQUIESCED IN THE APPOINTMENT OF ANY TRUSTEE RECEIVER, CONSERVATOR OR LIQUIDATOR, (v) BE THE SUBJECT OF ANY ORDER, JUDGMENT, OR DECREE ENTERED BY ANY COURT OF COMPETENT JURISDICTION APPROVING A PETITION FILED AGAINST SUCH PARTY FOR ANY REORGANIZATION, ARRANGEMENT, COMPOSITION, READJUSTMENT, LIQUIDATION, DISSOLUTION, OR SIMILAR BANKRUPTCY, INSOLVENCY, OR RELIEF FOR DEBTORS, BANK SHALL THEREUPON BE ENTITLED TO RELIEF FROM ANY AUTOMATIC STAY IMPOSED BY SECTION 362 OF TITLE 11 OF THE U.S. CODE, AS AMENDED, OR OTHERWISE, ON OR AGAINST THE EXERCISE OF THE RIGHT AND REMEDIES OTHERWISE AVAILABLE TO BANK AS PROVIDED IN THE NOTE AND SECURITY DOCUMENTS.
7. WAIVER OF RIGHT OF REINSTATEMENT PRETAINING TO THE MORTGAGE.

NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601, AS NOW ENACTED OR AS MODIFIED, AMENDED OR REPLACED, OR ANY SIMILAR LAW EXISTING NOW OR AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REINSTATEMENT ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

- 8. WAIVER OF RIGHT OF REDEMPTION AND REINSTATEMENT PRETAINING TO THE COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601 AS NOW ENACTED OR AS MODIFIED, AMENDED OR REPLACED, OR ANY SIMILAR LAW EXISTING NOW OR AFTER THE DATE OF THIS ASSIGNMENT, ANY AND ALL RIGHTS OF REDEMPTION AND/OR REINSTATEMENT ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY OR REINSTATE THE ASSIGNMENT.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year first above written.

EXONERATION CLAUSE IS ATTACHED
HERE TO AND MADE A PART HEREOF.

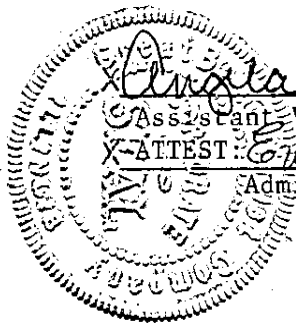
FIRST NATIONAL BANK

By: Bruce Werth
Bruce Werth, President/CEO

Guarantor:

By: Warren Albert
Warren Albert

Greatbanc Trust Co., Successor Trustee to First National Bank in Chicago Heights, not individually, but as trustee under Trust Agreement dated October 10, 1933 and known as Trust No. 5664.



Angela Bianchetti
Assistant Vice Pres. & Sr. Land Trust Officer
X-ATTEST: Enelyp Sebastian
Administrative Assistant

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State of Illinois)
) ss.
County of Cook)

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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Warren Albert, 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 signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 16th day of January , 2001 .




Notary Public

Prepared by and MAIL to:

First National Bank
Business Banking Dept.
101 Dixie Highway
Chicago Heights, IL 60411



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EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against GreatBanc Trust Company as Successor Trustee to First National Bank or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of the said Trustee whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

GreatBanc Trust Company as Successor
Trustee to First National Bank
not individually, but solely as Trustee
under Trust No. 5664

By Angela Binnette
Assistant V.P. & Sr. Land Trust Officer