2001-02-21 12:43:42

Cook County Recorder

25.00



Modification

Agreement

This Modification Agreement ("Agreement") is made as of February 6, 2001 by South East Alcohol And Drug Abuse Center ("Borrower"), having an address at 8640 South Chicago Avenue, Chicago, Illinois 60617, and Advance Bank, (F K/A South Chicago Bank) ("Lender"), an Illinois corporation, having its principal place of business at 9205 S. Commercial Avenue, Chicago, Illinois 60617.

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- A. Borrower has previously executed and delivered to Lender a certain "Secured Promissory Note" dated January 30, 1995, in the principal amount of \$800,000.00 ("Note").
- B. To secure the Note, Borrower has previously executed and delivered to Lender a certain Mortgage, Assignment of Rents and Leases and Security Agreement dated January 30, 1995, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on February 24, 1995, as Document Number 95130492 ("Mortgage").
- C. Borrower has previously executed and delivered to Lender certain other related documents, including but not limited to those dated January 30, 1095, (hereinafter "Other Documents").
- D. Borrower has requested that the Lender extend the Maturity Date (as such term is defined in the Note) of the Note, as amended, and Lender has agreed to so enter d such Maturity Date subject to the terms and provisions of this Modification Agreement.

NOW, THEREFORE, in consideration of the Recitals and for other good and variable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender do hereby agree that:

- 1. The Recitals set forth above are accurate and are hereby incorporated herein and made part hereof.
- 2. The principal outstanding balance is presently Seven Hundred Three Thousand Three Hundred Thirty Two Dollars & 57/100 (\$703,332.57).
- The "Maturity Date" of the loan (as such term is defined in the Note) shall be deemed to be January 16, 2006, and the Note, Mortgage and Other Documents, are hereby amended to reflect such new Maturity Date. Principal and Interest payments of \$6,842.18 are due monthly beginning February 16,2001.
- 4. Borrower acknowledges and agrees that this Agreement shall be of not force or effect and the Maturity Date shall not be extended as set forth herein unless and until this Agreement has been executed by Borrower and delivered to, accepted and executed by Lender and recorded in the Office of the Recorder of Cook County, Illinois.
- 5. Borrower hereby ratifies and confirms its liabilities and obligations under the Note, Mortgage and Other Documents, and the liens and security interest created thereby, and acknowledges that it has no defenses, claims or set-offs to the enforcement by Lender of the obligations and liabilities of Borrower under the said documents as modified by this Agreement.

Borrower further represents to Lender that no default or event, or condition, which could become a default with the giving of notice or passage of time, or both, exists. Borrower confirms that the Note represents a business transaction and that none of the property is the Borrower's residence.

BOX 333-CTI-

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Borrower further represents to Lender that there is not any condition, event or circumstances existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims, or demands pending or threatened affecting Borrower or the property identified above, or any lien recorded against the property.

6. The interest rate on the Secured Promissory Note is amended to a fixed rate at 8.25%.

7. This Agreement shall be binding on Borrower and its/his/her respective heirs, legatees, legal representatives, successors and permitted assigns, and shall inure to the benefit of Mortgagee, its successors and assigns.

8. Except as provided herein, the terms of the Note, Mortgage, Other Documents, and all other related documents, shall remain in full force and effect in accordance with their respective terms.

IN WITNESS WHEREOF, the undersigned have caused this Modification Agreement to be executed the day and year first above written. South East Alcohol And Drug Abuse Center, an Illinois not-for-profit Corporation. , Its: Executive Director Sank, an Illimois Corporation. Its: Regional Vice President By: Andrew Morua County State of Illinois) County of Cook)ss. I, GAIL M. ROBERTS __a Notary Public, in and for said Courty, in the State aforesaid, do hereby certify that Gregory R. Zyvert, Executive Direction of South East Alcohel and Drug Abuse Center, an Illinois not-for-profit 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 signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and notarial seal, this _ qtt _ day of _ FEBRUARY Notary Public: Heille Roberts My Commission expires: 09-02



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STREET ADDRESS: 8640 S. CHICAGO OF FICIAL COPYS 6318

CITY: CHICAGO COUNTY: COOK

TAX NUMBER: 20-36-423-033-0000

LEGAL DESCRIPTION:

LOTS 51 TO 66, BOTH INCLUSIVE, IN BLOCK 4 IN LINCOLN SUBDIVISION OF THAT PART THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH AND EAST OF THE LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY'S RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

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