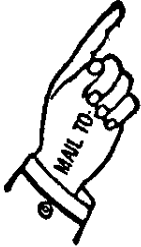


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Cook County Recorder 31.50

This document was prepared by:
FOUNDERS BANK
6825 W. 111th Street
Worth, Illinois 60482



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MODIFICATION AGREEMENT
to a Promissory Note(s)
and to an Mortgage held by
FOUNDERS BANK

Real Estate Index 292A029

1 OF 2

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is May 1, 2001, and the parties are the following:

MORTGAGOR OF PROPERTY:

MARQUETTE NATIONAL BANK UTA DTD 11/30/89 AS TR#12234
a trust
6155 South Pulaski Avenue
Chicago, Illinois 60636

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MORTGAGOR OF PROPERTY/BORROWER:

MARQUETTE NATIONAL BANK UTA DTD 11/30/89 AKA TRUST #12234 AND NOT PERSONALLY
a trust
6155 South Pulaski Avenue
Chicago, IL 60636

BORROWER:

MILOVAN ILIC
9953 South Merrimac Avenue
Oak Lawn, IL 60453
Social Security # 361-50-6036
TERESA ILIC
9953 South Merrimac Avenue
Oak Lawn, IL
Social Security # 319-52-7579

BANK:

FOUNDERS BANK
an ILLINOIS banking corporation
6825 W. 111th Street

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Worth, Illinois 60482
Tax I.D. # 36-2446555
(as Mortgagee)

2. **BACKGROUND.** Borrower executed a promissory note payable to the order of Bank dated April 25, 1996, (Note) evidencing a loan (Loan) which Note is further described as follows: Note number 123, in the principal amount of \$160,000.00, and payable on May 1, 2001. As of the date of this Agreement, the principal balance on the Note is \$146,806.74. The total amount currently due on the Note is \$146,806.74. Borrower and Bank hereby agree to modify the Note on the terms contained in this Agreement.
3. **SECURITY.** This Agreement is secured by the following type(s) (or items) of property (Collateral):
- Land Trust**
 - Real Estate**
 - Leases-Rents**

The real property portion of the Collateral includes the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

Lot 58 and Lot 57 (except the East 30 feet thereof) in Peak's Parkview Subdivision of the West 1/2 of the Southeast 1/4 of Section 18, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. PIN #24-18-421-063-0000

The Property may be commonly referred to as 6627 West Lloyd Drive, Worth, Illinois 60482

The term "Collateral" further includes, but is not limited to, the following property, whether now owned or hereafter acquired, and whether or not held by a trustee for the benefit of the Owner or owners, all: accessions, accessories, additions, fittings, increases, insurance benefits and proceeds, parts, products, profits, renewals, rents, replacements, special tools and substitutions, together with all books and records pertaining to the Collateral and access to the equipment containing such books and records including computer stored information and all software relating thereto, plus all cash and non-cash proceeds and all proceeds of proceeds arising from the type(s) (items) of property listed above.

This Agreement is secured by the following described real estate documents: Real Estate Mortgage Modification Agreement of even date on the property located in the village of Worth, County of Cook, State of Illinois commonly known as 6627 West Lloyd Drive, Worth, Illinois by and between Borrowers and Bank. This agreement is an extension and modification to Real Estate Mortgage on same property dated April 25, 1996, recorded May 16, 1996 as document number 96-373919.

Additionally, a security interest is granted in the Collateral by the following described security agreements: Assignment of Beneficial Interest dated April 25, 1996 by and between Borrowers and Bank in addition to existing Assignment of Leases and Rents dated April 25, 1996 between Borrowers and Bank.

4. **MODIFICATION.** The above described note(s) have been renewed and the Renewal Note (Renewal Note) now evidences the indebtedness (Obligations) of MARQUETTE NATIONAL BANK UTA DTD 11/30/89 AKA TRUST #12234 AND NOT PERSONALLY, MILOVAN ILIC, and TERESA ILIC (Borrower) to Bank as evidenced by Borrower's promissory note payable to the order of Bank dated May 1, 2001 evidencing a loan (Loan) in the principal amount of \$146,806.74. Subject to the actual terms and conditions under the Renewal Note, the following provisions of the Loan have been modified to read as follows:

A. INTEREST. The Loan in the principal amount of \$146,806.74 is payable to Bank's order with interest from May 1, 2001, on the unpaid principal balance at the rate of 8% per annum (Contract Rate) until the Note matures or the obligation is accelerated. After maturity or acceleration, the unpaid balance shall bear interest at the rate

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specified in the Note until paid. The Loan and the Note are limited to the maximum lawful amount of interest (Maximum Lawful Interest) permitted under federal and state laws. If the interest accrued and collected exceeds the Maximum Lawful Interest as of the time of collection, such excess shall be applied to reduce the principal amount outstanding, unless otherwise required by law. If or when no principal amount is outstanding, any excess interest shall be refunded to Borrower according to the actuarial method. Interest shall be computed on the basis of a 360-day year and the actual number of days elapsed.

B. REPAYMENT TERMS. Principal and accrued interest are due and payable in 59 equal monthly payments of \$1,234.60 on the 10th day of each month, beginning June 10, 2001, or the day following if the payment day is a holiday or is a non-business day for Bank. Unless paid prior to maturity, the last scheduled payment plus all other unpaid principal, accrued interest, costs and expenses are due and payable on May 10, 2006, which is the date of maturity. These payment amounts are based upon timely payment of each installment. All amounts shall be paid in legal U.S. currency. Any payment made with a check will constitute payment only when collected.

C. OTHER MODIFICATIONS. Addition of Prepayment Penalty following standard 5%, 4%, 3%, 2% and 1%.

5. COVENANTS AND WARRANTIES BY MORTGAGOR. Mortgagor affirmatively represents, warrants and covenants:

- A. that the Mortgage liens described herein and granted to FOUNDERS BANK are subordinate to no other lien or interest;
- B. that Mortgagor has good and marketable title to all of the Property; and
- C. that the Property is subject to no outstanding liens or other encumbrances.

~~6. YEAR 2000 COMPLIANCE. As of the date of this Agreement, Borrower has assessed the risk of Year 2000 noncompliance and has formulated, approved, and implemented a comprehensive business plan (Year 2000 Plan) to meet "Year 2000 requirements." "Year 2000 requirements" include analyzing, programming, and testing all of Borrower's information technology systems to accurately process date and time data, including, but not limited to, calculating, comparing, and sequencing functions. "Year 2000 requirements" apply to all systems or processes that directly or indirectly affect Borrower's business, such as accounting and processing procedures, as well as basic electronic devices that are necessary to facility management, such as security systems, elevators, and telephones. Borrower's Year 2000 Plan includes an allocation of resources toward meeting Year 2000 requirements, an inventory of all affected systems, processes to assess and prepare for the interaction of Borrower's systems with external systems, periodic testing and evaluation of progress under Borrower's Year 2000 Plan, and contingency arrangements for Year 2000 failure, either by Borrower or Borrower's partners, affiliates, vendors, or customers.~~

~~Borrower will take all measures necessary to fulfill the requirements of Borrower's Year 2000 Plan and meet all Year 2000 requirements as specified above. Borrower agrees to make Borrower's Year 2000 Plan available to Bank, if requested, and will keep Bank informed of progress made under Borrower's Year 2000 Plan. Borrower will immediately notify Bank of any actual or anticipated delays in meeting dates designated in Borrower's Year 2000 Plan or failure to accomplish any objectives of Borrower's Year 2000 Plan. Borrower will allow Bank, or a third party Bank designate, reasonable access to Borrower's information technology systems for the purpose of determining progress made under Borrower's Year 2000 Plan. Borrower agrees that Bank has no responsibility for managing, advising, or executing any of Borrower's efforts to comply with Year 2000 requirements or Borrower's Year 2000 Plan.~~

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7. **CONFESSION OF JUDGMENT.** In addition to Bank's remedies contained in the Note or any other document evidencing this Loan, Borrower authorizes any attorney at law to appear in any state or federal court of record, waive issuance and service of process, and confess judgment against Borrower, jointly or severally, in favor of Bank, for any sum unpaid and due on this Loan, together with interest, collection costs and costs of suit, and thereupon to release all errors and waive all rights of appeal and stay of execution.
8. **CONTINUATION OF ALL OTHER TERMS AND CONDITIONS.** This Agreement shall operate as a modification only and shall relate back to the execution and delivery of the original Note. All other terms and conditions of this Loan contained in the loan documents not specifically referred to and modified herein continue in full force and effect, and Borrower hereby ratifies and confirms the security, priority and enforceability of each document securing the Loan.
9. **COLLATERAL PROTECTION INSURANCE NOTICE.** Unless Borrower provides Bank with evidence of the insurance coverage required by Borrower's agreement with Bank, Bank may purchase insurance at Borrower's expense to protect Bank's interests in Borrower's Collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Bank purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Collateral. Borrower may later cancel any insurance purchased by Bank, but only after providing Bank with evidence that Borrower has obtained insurance as required by Borrower's agreement with Bank. If Bank purchases insurance for the Collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Bank may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be more than the cost of the insurance Borrower may be able to obtain on Borrower's own.
10. **RECEIPT OF COPY.** Borrower and Mortgagor acknowledge receiving a copy of this Agreement.

MORTGAGOR:

MARQUETTE NATIONAL BANK UTA DTD 11/30/89 AS TR#12234

By: [Signature]
MARQUETTE NATIONAL BANK
As Trustee

This instrument is executed by the Marquette National Bank, not personally, but only as Trustee, and no personal liability is assumed by or shall be enforced against said Marquette National Bank because of or on account of the making of this instrument.

MORTGAGOR/BORROWER:

MARQUETTE NATIONAL BANK UTA DTD 11/30/89 AKA TRUST #12234 AND NOT PERSONALLY

By: [Signature]
As Trustee

Angeline M. Loba
Asst. Sec.

BORROWER:

[Signature]
MILOVAN ILIC
Individually

[Signature]
TERESA ILIC
Individually

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APPROVED: May 1, 2001

BANK:

FOUNDERS BANK
an ILLINOIS banking corporation

[Corporate Seal*]

By: Charles E. Smith
CHARLES E. SMITH, VICE PRESIDENT

Attest

(*Corporate seal may be affixed, but failure to affix shall not affect validity or reliance.)

STATE OF Illinois

COUNTY OF Cook SS:

On this 17th day of June, 2001, I, Lucille A. Zurlis, a notary public, certify that MARQUETTE NATIONAL BANK, as Trustee, for MARQUETTE NATIONAL BANK UTA DTD 11/30/89 AS TR#12234, 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 the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires: LUCILLE A. ZURLIS
Notary Public, State of Illinois
My Commission Expires 1/24/2002

Lucille A. Zurlis
NOTARY PUBLIC

STATE OF Illinois

COUNTY OF Cook SS:

On this 17th day of June, 2001, I, Lucille A. Zurlis, a notary public, certify that, as Trustee, for MARQUETTE NATIONAL BANK UTA DTD 11/30/89 AKA TRUST #12234 AND NOT PERSONALLY, 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 the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires: LUCILLE A. ZURLIS
Notary Public, State of Illinois
My Commission Expires 1/24/2002

Lucille A. Zurlis
NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF COOK SS:

On this 1st day of May, 2001, I, the undersigned, a notary public, certify that MILOVAN ILIC, 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 the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires: KATHLEEN M. ARNOLD
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 1, 2003

Kathleen M. Arnold

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NOTARY PUBLIC

STATE OF ILLINOIS

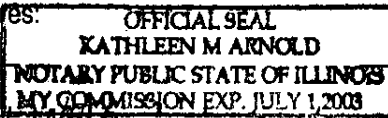
SS:

COUNTY OF COOK

On this 1st day of May 2001, I, the undersigned, a notary public, certify that TERESA ILIC, 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 the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires:

July 1, 2003



Kathleen M. Arnold

NOTARY PUBLIC

STATE OF ILLINOIS

SS:

COUNTY OF COOK

On this 1st day of May 2001, I, the undersigned, a notary public, certify that CHARLES E. SMITH, VICE PRESIDENT, of FOUNDERS 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 the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires:

July 1, 2003



Kathleen M. Arnold

NOTARY PUBLIC

THIS IS THE LAST PAGE OF A 6 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

County Clerk's Office

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