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Cook County Recorder 27.50

This document was prepared by:  
FOUNDERS BANK  
3052 West 111th Street  
Chicago, Illinois 60655



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

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is August 10, 2001, and the parties are the following:

**MORTGAGOR OF PROPERTY/BORROWER:**  
FOUNDERS BANK A/T/U/T/A DATED 7-15-96 A/K/A TRUST #5-1197  
a trust  
11850 S. Harlem Avenue  
Palos Heights, Illinois 60463

**BANK:**  
FOUNDERS BANK  
an ILLINOIS banking corporation  
3052 West 111th Street  
Chicago, Illinois 60655  
Tax I.D. # 36-2446555  
Branch No. 13730  
(as Mortgagee)

Real Estate Index R939383

2. BACKGROUND. Borrower executed a promissory note payable to the order of Bank dated July 30, 1996, (Note) evidencing a loan (Loan) which Note is further described as follows: Note number 4690022615, in the principal amount of \$900,000.00, and payable on AUGUST 10, 2001. As of the date of this Agreement, the principal balance on the Note is \$832,217.57. The total amount currently due on the Note is \$832,217.57. 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):  
Real Estate  
Leases-Rents  
Land Trust  
Fixtures-Collateral Assignment of Clark Oil Lease

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which includes (but is not limited to) the following described property:

All of Lucille E. Bekta's rights, powers, privileges and beneficial interest under the Trust Agreement dated July 15, 1996 with Founders Bank as Trustee and known as Trust Number 5-1197 and the proceeds thereof.

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

**Block 15 (Except West 120 feet thereof and except East 17 feet thereof and the South 125 feet of the West 75 feet of the East 92 feet) in Manus Midlothian Park Subdivision in the Northeast 1/4 of Section 10, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. P.I.N. #28-10-214-016**

**The Property may be commonly referred to as 14400-44 South Pulaski, Midlothian, Illinois 60445**

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 bailee 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 dated July 30, 1996 in the amount of \$900,000.00 on Property located in the Municipality of Midlothian, County of Cook, State of Illinois by and between Borrower and Bank. Assignment of Leases and Rents dated July 30, 1996 in the amount of \$900,000.00 on Property located in the Municipality of Midlothian, County of Cook, State of Illinois by and between Borrower and Bank.

Additionally, a security interest is granted in the Collateral by the following described security agreements: Security Agreement with Assignment of Beneficial Interest as Collateral dated July 30, 1996 by and between Lucille E. Bekta and Bank. Security Agreement dated July 30, 1996 by and between Lucille E. Bekta and Bank.

4. MODIFICATION. The above described note(s) have been renewed and the Renewal Note (Renewal Note) now evidences the indebtedness (Obligations) of FOUNDERS BANK A/T/U/T/A DATED 7-15-96 A/K/A TRUST #5-1197 (Borrower) to Bank as evidenced by Borrower's promissory note payable to the order of Bank dated August 10, 2001 evidencing a loan (Loan) in the principal amount of \$832,217.57. Subject to the actual terms and conditions under the Renewal Note, the following provisions of the Loan have been modified to read as follows:

**The Loan in the principal amount of \$832,217.57 is payable to Bank's order with interest from August 10, 2001, on the unpaid principal balance at the rate of 7.65% 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 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.**

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Principal and accrued interest are due and payable in 59 equal monthly payments of \$6,824.97 on the 10th day of each month, beginning September 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 August 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.

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. 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.

7. 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.

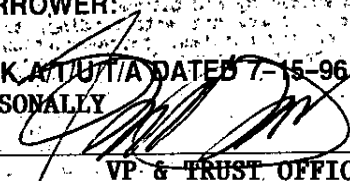
8. COLLATERAL PROTECTION INSURANCE NOTICE. Unless Borrower provides Bank with evidence of the insurance coverage required by Borrower's agreement with Bank, Bank may purchase insurance at Borrower's expense to protect Bank's interests in Borrower's Collateral. This insurance may, but need not, protect 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.

9. RECEIPT OF COPY. Borrower acknowledges receiving a copy of this Agreement.

Exoneration provision restricting any liability of Founders Bank, stamped on the reverse side hereof, is hereby expressly made a part hereof.

MORTGAGOR/BORROWER:

FOUNDERS BANK A/T/U/T/A DATED 7-15-96 A/T/K/A TRUST 15-4-99  
& NOT PERSONALLY

By:   
VP & TRUST OFFICER  
As Trustee



APPROVED: August 10, 2001

BANK:

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FOUNDERS BANK  
an ILLINOIS banking corporation

[Corporate Seal\*]

By: [Signature]  
MICHAEL P. GEARY, VICE PRESIDENT

Attest

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

STATE OF ILLINOIS  
SS:

COUNTY OF COOK

On this 06TH day of SEPTEMBER, 2001, I, MARIANNE C. VANEK, a notary public, certify that as Trustee, for FOUNDERS BANK A/T/U/T/A DATED 7-15-96 A/K/A TRUST #5-1197, 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:

[Signature]  
NOTARY PUBLIC

STATE OF Illinois  
SS:

COUNTY OF Cook

On this 6<sup>th</sup> day of September 2001, I, the undersigned, a notary public, certify that MICHAEL P. GEARY, 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:

[Signature]  
NOTARY PUBLIC

OFFICIAL SEAL  
MARIANNE C VANEK  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. JULY 19, 2002

OFFICIAL SEAL  
SUSAN T CREAMER  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. APR. 8, 2003

THIS IS THE LAST PAGE OF A 4 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, 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 rights, 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 Founders Bank or any beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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