

UNOFFICIAL COPY

0010814051

7/30/002 38 001 Page 1 of 5

2001-08-31 11:23:52

Cook County Recorder 29.50



SECOND LOAN MODIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into as of **June 25, 2001**, but made effective as of **June 6, 2001**, by and between MID TOWN BANK AND TRUST COMPANY OF CHICAGO, an Illinois corporation ("BANK"), **VINCENT F. DALEY, JR.** ("BORROWER") and LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED **MAY 13, 1996 A/K/A TRUST NO. 121644-06** ("MORTGAGOR").

WHEREAS:

1. The BORROWER has heretofore executed a Promissory Note dated **December 6, 1999** in the principal amount of **\$60,000.00** of which the BANK is presently the holder;
2. The NOTE is secured by a Mortgage, Assignment of Rents & Security Agreement (Chattel Mortgage) dated **December 6, 1999** and recorded in the Recorder's Office of Cook County, Illinois, as document number **09141896** ("MORTGAGE"), conveying to BANK certain real estate described in Exhibit "A" attached hereto and by this reference incorporated herein ("REAL ESTATE");
3. The Note is further secured by an **Assignment of Deposit** assigning to Lender Savings Account **#5-11-4621** as additional collateral for the NOTE;
4. Said NOTE and MORTGAGE were modified by a Loan Modification Agreement ("MODIFICATION #1") Dated **January 19, 2001**, and recorded in the Recorder's Office of Cook County, Illinois as document number **0010145288** wherein the loan amount, interest rate and maturity date as evidenced by the NOTE were amended;
5. The BANK has disbursed to BORROWER the sum of **\$61,000.00** which amount represents the entire principal sum of the indebtedness evidenced by the NOTE, as amended by MODIFICATION #1;
6. The interest rate evidenced on said NOTE, as amended by MODIFICATION #1, is the **Prime Rate** of interest per annum. For purposes of this loan the "Prime Rate" shall mean the Prime Rate of interest as announced from time to time in the Money Rate Section of the Wall Street Journal;
7. The maturity date evidenced on said NOTE, as amended by MODIFICATION #1, is **June 6, 2001**;

UNOFFICIAL COPY

8. The BORROWER desires to amend the **interest rate and maturity date** as evidenced by the NOTE;

9. The BANK has agreed to such modification pursuant to the terms and conditions of a commitment of the BANK dated **June 25, 2001** ("COMMITMENT").

NOW THEREFORE, notwithstanding anything contained to the contrary in the NOTE, MORTGAGE, and in consideration of the mutual covenants, conditions, and premises contained herein, the PARTIES HERETO AGREE AS FOLLOWS:

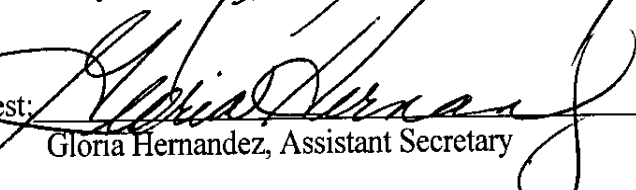
- A. The principal amount evidenced by the NOTE as of the effective date is **\$61,000.00**
- B. The interest rate evidenced by the NOTE as of the effective date is **7.00% per annum**.
- C. The maturity date is hereby amended to **June 6, 2003**.
- D. Except as modified herein, the terms, covenants and conditions of the MORTGAGE shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the terms of this agreement and the terms of the NOTE and/or MORTGAGE, the terms herein shall control.
- E. The lien of the MORTGAGE is hereby modified as security for the payment of the principal sum evidenced by the NOTE and amended by this MODIFICATION AGREEMENT.
- F. This agreement shall be governed by and construed under the laws of the State of Illinois.

This instrument is executed by LaSalle Bank National Association, successor trustee to American National Bank and Trust Company of Chicago not personally but solely as trustee, as aforesaid. All the covenants and conditions to be performed hereunder by LaSalle Bank National Association, successor trustee to American National Bank and Trust Company of Chicago are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against LaSalle Bank National Association, successor trustee to American National Bank and Trust Company of Chicago by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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

MID TOWN BANK AND TRUST COMPANY OF CHICAGO ("**BANK**")

By: 
Mary C. Sweeney, Senior Vice President

Attest: 
Gloria Hernandez, Assistant Secretary

BORROWER:

Vincent R. Daley, Jr.
Vincent R. Daley, Jr.

MORTGAGOR:

LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid:

By: Harriet Denisevicz Trust Officer

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Mary C. Sweeney, Senior Vice President of Mid Town Bank and Trust Company of Chicago, an Illinois corporation, and Gloria Hernandez, Assistant Secretary of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this June 25, 2001.

Hattie L. Flowers
Notary Public

My commission expires: 9-11-02



UNOFFICIAL COPY

Property of Cook County Clerk's Office

MY COMMISSION EXPIRES SEPTEMBER 30, 2011
NOTARIAL PUBLIC STATE OF ILLINOIS
HEATHER BLOWERS
OFFICIAL SEAL

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY**, that Vincent R. Daley, Jr, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this June 25, 2001.



Gloria Hernandez

Notary Public

My commission expires:

STATE OF ILLINOIS)
)
COUNTY OF COOK)

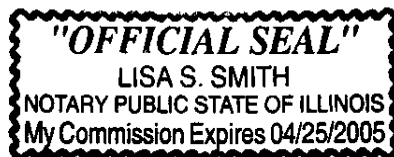
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY**, that Harriet Denisewicz, Trust Officer of LaSalle Bank National Association, successor trustee to American National Bank and Trust Company of Chicago, ~~and Illinois corporation, and~~ a National Banking Association ~~of said Illinois corporation,~~ personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer ~~and~~ Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the Trust Officer did also then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ~~June 25, 2001~~ August 17, 2001

Lisa S. Smith

Notary Public

My commission expires:



UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL 1:

LOT 23 IN SALERNO-KAUFMAN SUBDIVISION OF PART OF TRACT NUMBER 1 IN OWNER'S DIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 5 IN SALERNO-KAUFMAN SUBDIVISION OF PART OF TRACT NUMBER 1 IN OWNERS DIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

PARCEL 1:

12-29-203-018-0000

PARCEL 2:

12-29-214-009-0000

PROPERTY COMMONLY KNOWN AS:

10449 CROWN ROAD AND 10506 CROWN ROAD, FRANKLIN PARK, IL. 60131

Mail To:

MID TOWN BANK AND TRUST COMPANY OF CHICAGO
BY: GLORIA HERNANDEZ
2021 NORTH CLARK STREET
CHICAGO, ILLINOIS 60614