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2001-09-06 13:22:34  
Cook County Recorder 31.50



### LOAN MODIFICATION AGREEMENT

**THIS AGREEMENT**, is made and entered into as of **August 8, 2001**, but made effective as of **July 1, 2001**, by and between **EQUITABLE FINANCE CORPORATION**, an Illinois corporation, ("LENDER"), **WILLIAM MOOREHEAD** ("BORROWER"), **MIA MOOREHEAD** (along with William Moorehead "MORTGAGOR #1") and **MID TOWN BANK AND TRUST COMPANY OF CHICAGO**, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED **OCTOBER 25, 1994** A/K/A TRUST NO. 1935 ("MORTGAGOR #2").

#### WHEREAS:

1. The BORROWER has heretofore executed a Promissory Note dated **January 4, 2000**, in the principal amount of **\$85,000.00** of which the LENDER is presently the holder;
2. The NOTE is secured by a Mortgage dated **January 4, 2000**, and recorded in the Recorder's Office of Cook County, Illinois, as document number **00023007** ("MORTGAGE #1"), conveying to LENDER certain real estate described as Property #1 in Exhibit "A" attached hereto and by this reference incorporated herein ("REAL ESTATE #1");
3. The NOTE is also secured by a Mortgage dated **January 4, 2000**, and recorded in the Recorder's Office of Cook County, Illinois, as document number **00023008** ("MORTGAGE#2"), conveying to LENDER certain real estate described as Property #2 in Exhibit "A" attached hereto and by this reference incorporated herein ("REAL ESTATE #2");
4. The LENDER has disbursed to BORROWER the sum of **\$85,000.00** which amount represents the entire principal sum of the indebtedness evidenced by the NOTE;
5. The interest rate evidenced on said NOTE is **12.95%** per annum;
6. The maturity date evidenced on said NOTE is **July 1, 2001**;
7. The BORROWER desires to amend the **loan amount, repayment terms and maturity date** as evidenced by the NOTE;
8. The LENDER has agreed to such modification pursuant to the terms and conditions of a commitment of the LENDER dated **August 8, 2001** ("COMMITMENT").

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NOW THEREFORE, notwithstanding anything contained to the contrary in the NOTE, MORTGAGE #1 AND MORTGAGE #2, 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 **\$161,000.00**.
- B. The interest rate evidenced by the NOTE as of the effective date is **11.00%** per annum.
- C. Principal and interest payments in the amount of **\$2,217.77** (based on a 10 year amortization) shall be due and payable monthly beginning **August 1, 2001**, and on that day each month thereafter until all of said outstanding principal plus any remaining accrued interest and late charges, if any, are repaid in full.
- D. The maturity date is hereby amended to **July 1, 2004**.
- E. Except as modified herein, the terms, covenants and conditions of MORTGAGE #1 AND MORTGAGE #2 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 #1 AND MORTGAGE #2, the terms herein shall control.
- F. The lien of MORTGAGE #1 and MORTGAGE #2 is hereby modified as security for the payment of the principal sum evidenced by the NOTE and amended by this MODIFICATION AGREEMENT.
- G. This agreement shall be governed by and construed under the laws of the State of Illinois.

This instrument is executed by Mid Town Bank and Trust Company of Chicago not personally but solely as trustee, as aforesaid. All the covenants and conditions to be performed hereunder by Mid Town 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 Mid Town 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.

EQUITABLE FINANCE CORPORATION ("LENDER")

By: Mary C. Sweeney  
Mary C. Sweeney, President

Attest: Gloria Hernandez  
Gloria Hernandez, Assistant Secretary

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**BORROWER:**

*William Moorehead*

William Moorehead

**MORTGAGOR #1:**

*William Moorehead*

William Moorehead

*Mia Moorehead*

Mia Moorehead

SIGNATURE GUARANTEED  
MEDALLION GUARANTEED  
LASALLE BANK NATIONAL ASSOCIATION

*[Signature]*

**MORTGAGOR #2:**

AUTHORIZED SIGNATURE  
(071) X9007328  
SECURITIES TRANSFER AGENTS MEDALLION PROGRAM<sup>SM</sup>  
SR

MID TOWN BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid:

By: *Carmen Rosario*  
Carmen Rosario, Assistant Trust Officer

Attest: *Gloria Hernandez*  
Gloria Hernandez, Assistant Secretary

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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, President of Equitable Finance Corporation, 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 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.

Given under my hand and Notarial Seal this August 8, 2001.



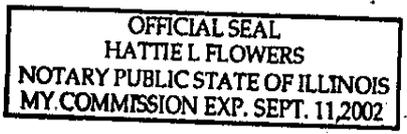
*Hattie L. Flowers*  
\_\_\_\_\_  
Notary Public

My commission expires: 9-11-02

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 William Moorehead and Mia Moorehead, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this August 8, 2001.



*Hattie L. Flowers*  
\_\_\_\_\_  
Notary Public

My commission expires: 9-11-02

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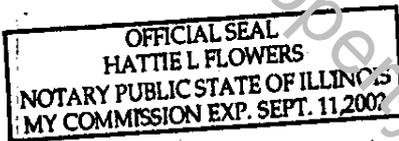
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2

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 Carmen Rosario, Assistant Trust Officer 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 Assistant Trust Officer 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.

Given under my hand and Notarial Seal this August 8, 2001.



*Hattie L. Flowers*  
\_\_\_\_\_  
Notary Public

My commission expires: 9-11-02

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EXHIBIT "A"

PROPERTY #1:

UNITS A38, B38, AND C38 IN THE HOMES OF MOHAWK NORTH CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING PARCEL OF REAL ESTATE:

LOTS 2 TO 22, BOTH INCLUSIVE, IN MOHAWK NORTH SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 22, 1997 AS DOCUMENT NUMBER 97046857, THE FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 27, 1997 AS DOCUMENT NUMBER 97214952, THE SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 21, 1997 AS DOCUMENT NUMBER 97361429 AND THE THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 6, 1997 AS DOCUMENT NUMBER 97403215, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PROPERTY #2:

LOT 32 (EXCEPT THE SOUTH 5 FEET) AND LOT 33 IN BLOCK 35 IN ARTHUR DUNAS' GOLF LINKS SUBDIVISION, BEING A SUBDIVISION OF BLOCKS 34, 35, 42 AND 43 IN GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31, WITH THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

17-04-121-001, 17-04-121-002, 17-04-121-003, 17-04-121-009, 17-04-121-010, 17-04-121-011, 17-04-121-012, 17-04-121-013, 17-04-121-014, 17-04-121-015, 17-04-121-016, 17-04-121-017, 17-04-121-018, 17-04-121-019, 17-04-121-020, 17-04-121-021, 17-04-121-022, 17-04-121-023, 17-04-121-024 & 17-04-121-050 (PROPERTY #1)

13-31-415-041-0000 (PROPERTY #2)

PROPERTY COMMONLY KNOWN AS:

1469 NORTH LARABEE, UNIT NO. A38, B38 & C38, CHICAGO, IL (PROPERTY #1)  
1735 N. NASHVILLE, CHICAGO, IL (PROPERTY #2)

Mail To:

THIS INSTRUMENT WAS PREPARED  
BY: CARMEN ROSARIO  
MID TOWN LENDER AND TRUST COMPANY OF CHICAGO  
2021 NORTH CLARK STREET  
CHICAGO, IL 60614

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