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Cook County Recorder

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**LOAN MODIFICATION AGREEMENT**

Cosmopolitan Bank and Trust  
Successor Trustee to  
First Bank of Oak Park

THIS MODIFICATION AGREEMENT made this 15 day of October, 2001, by and between \*Cosmopolitan Bank and Trust, successor trustee to First Bank of Oak Park, not personally, but as trustee under Trust Agreement dated February 19, 1977 and known as Trust Number 10928 (hereinafter called "Mortgagor") and North Community Bank, an Illinois banking corporation, with an office at 3639 N. Broadway, Chicago, IL 60613 (hereinafter called "Lender") and Rudolph Johnson, Jr. (hereinafter called "Borrower").

**WITNESSETH:**

This Agreement is based upon the following recitals:

A. On July 19, 1994, Mortgagor and Borrower executed and delivered to Lender a Note and Security Agreement in the principal amount of EIGHTY SEVEN THOUSAND AND 00/100 DOLLARS (\$87,000.00) (hereinafter called the "Note"), and secured the payment thereof by Mortgagor granting to Mortgagee, among other things, a certain mortgage (hereinafter called the "Mortgage"), of even date with said Note, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage was recorded on July 25, 1994, and known as Document Number 94651003 with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

**LOT 5 IN BLOCK 194 IN MAYWOOD, A SUBDIVISION OF SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

**P.I.N. 15-11-136-003**

**PROPERTY ADDRESS: 17 N. 5TH AVENUE, MAYWOOD, IL 60153**

B. Mortgagor and Borrower have requested that certain modifications be made in the above-mentioned Note and Mortgage.

C. The outstanding principal balance of said Note as of October 15, 2001 is \$84,135.50.

D. Mortgagor and Borrower represent to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Lender, and such subsequent lienholder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the Mortgage, as herein modified, is a valid, first and subsisting lien of said Mortgage Premises.

E. Whereas, said Note has reached a maturity as of January 19, 1996, and was extended under a Loan Modification Agreement, recorded on March 11, 1996 in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 96-180649; it was agreed to extend the Note to July 19, 1996, that the interest rate on said Note would remain the same, and all other terms and provisions of the Note and Mortgage and Assignment of Rents would remain in full force and effect;

F. Whereas, said Note has reached a maturity as of July 19, 1996, and was extended under a Loan Modification Agreement, recorded on July 25, 1996, in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 96-571988, it was agreed to extend the Note to July 19, 1999, that the interest rate on said Note would remain the same and all other terms and provisions of the Note and Mortgage and Assignment of Rents would remain in full force and effect;

G. Whereas, mortgagor and borrower requested certain changes on the Note and Mortgage, it was agreed to execute a Loan Modification Agreement dated May 19, 1999 that was recorded on June 29, 1999 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 99624605; it was agreed to lower the interest rate to 8.00% effective May 19, 1999, the payment on the Note would be changed to interest only, and the maturity date of the Note would be extended to February 19, 2000 and all other terms and provisions of the Note and Mortgage and Assignment of Rents would remain in full force and effect;

H. Whereas, said Note has reached a maturity as of February 19, 2000, and was extended under a Loan Modification Agreement, recorded on April 7, 2000 in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 00244287; it was agreed to extend the Note to February 19, 2001, that the interest rate on said Note would remain the same, and all other terms and provisions of the Note and Mortgage and Assignment of Rents would remain in full force and effect;

I. Whereas, said Note has reached a maturity as of February 19, 2001, and was extended under a Loan Modification Agreement dated February 19, 2001, recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 0010265020; it was agreed to extend the Note to August 19, 2001, that the interest rate on said Note would remain the same, and all other terms and provisions of the Note and Mortgage and Assignment of Rents would remain in full force and effect;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Note, Mortgage and Assignment of Rents are hereby modified as follows:

1. **The Maturity date of the Note shall be extended from August 19, 2001 to February 19, 2002.**
2. **All other terms and conditions of the Note, Mortgage and Assignment of Rents shall remain in full force and effect.**

In consideration of the modification of the terms of the Note and Mortgage by Mortgagee, as hereinabove set forth, Mortgagor and Borrower does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note, secured by the Mortgage and Assignment of Rents, as herein modified, and to perform the covenants contained in the aforementioned documents, and Mortgagor represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises held by Mortgagee, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid, first and subsisting lien on the Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note and the Mortgage as modified hereby, on the first lien created thereby or any other documents executed by Mortgagor and Borrower in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified nor affect or impair any rights, powers, or remedies of Mortgagee under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note and other instruments and documents executed in connection with the subject loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

This instrument is executed by Mortgagor, not personally, but as Trustee under a deed or deeds in trust delivered pursuant to the aforementioned Trust Agreement, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument); and no personal liability shall exist or be asserted or enforceable against Mortgagor generally or in any capacity other than as Trustee as aforesaid, because or in respect of this instrument, the Note so modified or the Mortgage securing

the Notes, and its liability as Trustee shall be limited to and enforceable only out of the Mortgaged Premises, by enforcement of the lien of the Mortgage, and no duty shall rest upon Mortgagor to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

NORTH COMMUNITY BANK, Lender:

Attest:

*Gerald S. Roman*  
Gerald S. Roman, Vice President

*Diego A. Mangawan* *SVP*  
Diego A. Mangawan, Senior Vice President

STATE OF ILLINOIS )  
                                          ) SS.  
COUNTY OF COOK )

I, Ljiljana Stojanovich, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Diego A. Mangawan and Gerald S. Roman, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the Senior Vice President and Vice President of North Community Bank, and acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed, and that the said instrument was signed and delivered in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and official seal this 15th day of October, 2001.

**OFFICIAL SEAL**  
LJILJANA STOJANOVICH  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 04/24/03

*Ljiljana Stojanovich*  
Notary Public

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

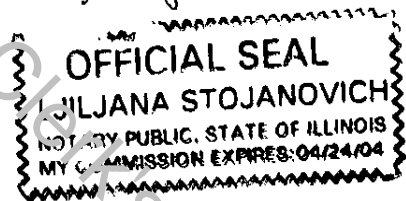
Rudolph Johnson, Jr.  
Rudolph Johnson, Jr.

STATE OF ILLINOIS        )  
                                          ) SS.  
COUNTY OF COOK        )

I, Ljiljana Stojanovich, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Rudolph Johnson, Jr., personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of October, 2001.

Ljiljana Stojanovich  
Notary Public



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This Modification Agreement is executed by the Trustee, Cosmopolitan Bank and Trust, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Cosmopolitan Bank and Trust possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Cosmopolitan Bank and Trust, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Cosmopolitan Bank and Trust as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

BY: [Signature]  
Vice President/Trust Officer

ATTEST: [Signature]  
Land Trust Administrator

STATE OF ILLINOIS  
SS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Todd W. Cordell and Pamela D. Welch of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Land Trust Administrator, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Land Trust Administrator then and there acknowledged that said Land Trust Administrator as custodian of the corporate seal to be affixed to said instrument as said Land Trust Administrator's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 17th day of October A.D., 2001

[Signature]  
NOTARY PUBLIC

