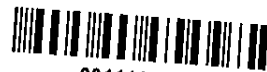


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Cook County Recorder 35.00



001119810

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is made this 24th day of October, 2001 by and between First United Bank, an Illinois banking corporation ("Lender") and Heritage Standard Bank and Trust Company as Trustee under Trust Agreement dated May 14, 1985 and known as Trust Number 9635 ("Borrower").

Recitals

WHEREAS, Lender has loaned to Borrower the sum of Five Hundred Forty Nine Thousand Three Hundred Eleven and 08/100 Dollars (\$549,311.08) and such indebtedness is evidenced by a Promissory Note (the "Note") executed by Borrower and dated October 8, 1999 (such indebtedness is hereinafter referred to as the "Loan"); and

WHEREAS, the unpaid principal balance of the Loan on the date hereof is Four Hundred Fifty Six Thousand Thirty Six and 05/100 Dollars (\$ 456,036.05); and

WHEREAS, the Note is secured by a Mortgage (the "Mortgage") dated October 8, 1999 on the property described in Exhibit A attached hereto and incorporated herein by reference, and recorded in the Office of the Recorder of Deeds in Cook County as Document No. 09175747.

SY
PB
S
M
JEM

WHEREAS, the Note is also secured by an Assignment of Rents (the "Assignment") dated October 8, 1999 on the property described in Exhibit A attached hereto and incorporated herein by reference, and recorded in the Office of the Recorder of Deeds in Cook County as Document No. 09175748.

WHEREAS, the Note and the Mortgage, and all other documents securing the Loan or executed by Borrowers in connection with the Loan are collectively referred to herein as the "Loan Documents"; and

WHEREAS, the Lender and Borrowers have agreed to modify and amend the Loan Documents, and to extend the time of payment of the Note and to extend the lien of the Mortgage.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The recitals set forth above are incorporated herein by reference as if more fully set forth herein. To the extent that the terms contained herein conflict with the terms of the Loan Documents, the terms of this Loan Modification Agreement shall control.
2. The Note is concurrently being modified pursuant to a Note Allonge ("Note Allonge") and the modified terms are as follows:

- A. The unpaid principal balance of the Note is Four Hundred Fifty Six Thousand Thirty Six and 05/100 Dollars (\$456,036.05)
- B. The interest rate on the unpaid principal balance of the Note is 7.4% per annum;
- C. The monthly principal and interest payments due under the Note is Six Thousand Five Hundred Eighty Eight and 89/100 Dollars (\$6,588.89) per month, with payments due on the 10th day of each month; and
- D. The final payment of the Note is due on October 10, 2006, at which time any and all remaining unpaid interest, principal and any other amounts due under the Note, and any other Loan Documents shall become due and be paid in full.
3. The terms of the Note Allonge are incorporated herein by reference.
4. The Loan Documents are hereby modified to reflect the modifications made to the Note pursuant to this Agreement and by the Note Allonge.
5. The lien of the Mortgage is extended until payment of the Note, Mortgage and other Loan Documents is made in full.
6. All Loan Documents shall remain in full force and effect until full payment of all amounts due under the Note, Mortgage and any other Loan Documents.
7. Except as expressly changed by this Agreement, the terms of the original Note and the Mortgage, and any other Loan Documents shall remain unchanged and in full force and effect in accordance with their respective terms, and the execution and delivery of this Loan Modification Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Loan Documents to

forgive or waive any violation, default or breach under the Loan Documents, or to obligate Lender in any manner to make any further extensions of credit other than as expressly provided for herein.

8. Whenever the context requires or permits, the singular shall include the plural, and vice versa, and the masculine, feminine and neuter shall be freely interchangeable.
9. This Loan Modification Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties.
10. The laws of the State of Illinois shall govern this Loan Modification Agreement.
11. This Loan Modification Agreement may be executed in counterparts each of which shall constitute an original, but all together shall constitute the same Loan Modification Agreement.
12. This Loan Modification Agreement contains and states the entire agreement between the parties. All prior understandings and agreements between the parties, if any, are merged into and with this Loan Modification Agreement, which fully and accurately states their entire understanding and agreement.
13. The parties agree to execute all other documents and agreements to fully effectuate the transaction contemplated herein. Each party acknowledges that they have been represented by counsel of their own choosing and that they have read, understand and intend to be bound by the terms of this Loan Modification Agreement. Each of the parties has participated in the negotiation and drafting of this Loan Modification Agreement. Therefore, in any construction of this Loan Modification Agreement, the same shall not be construed against any party.

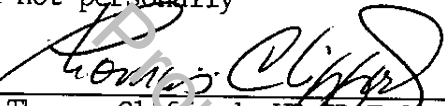
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In witness whereof, the parties have executed this Loan Modification Agreement as of the
day and year first above written.

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustee, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

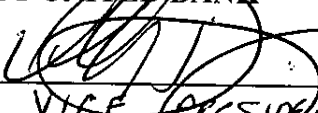
BORROWER:

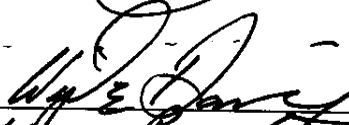
Standard Bank and Trust Company as Trustee under Trust Agreement dated May 14, 1985 and known as Trust #9635 and not personally

By: 
Thomas Clifford, VICE PRESIDENT

Its: _____

**LENDER:
FIRST UNITED BANK**

By: 
Its: VICE PRESIDENT

Attest 
Its: VICE PRESIDENT

This instrument prepared by and
Send Recorded Document to:

FIRST UNITED BANK
Attn: Suzanne DeVries
7626 W. Lincoln Highway
Frankfort, IL 60423

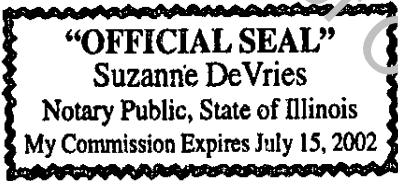
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Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for said County in the State of Illinois aforesaid DO HEREBY CERTIFY, that Donald W. Borowski of the First United Bank, and Wilfred E. Ramirez of said bank, and whose names are subscribed to the said instrument as Vice President and Vice President of said bank, 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 bank, for the uses and purposes set forth therein.

GIVEN under my hand and seal this 26th day of October, 2001.

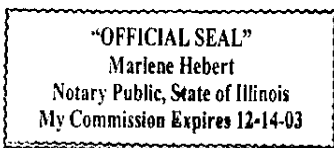


Suzanne DeVries
Notary Public

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas Clifford, personally known to me to be the VP & SR T.O. of Heritage Standard Bank and Trust Company, and n/k/a Standard Bank & Trust Co. personally known to me to be the VP & SR T.O. of said corporation, 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 VP & SR T.O. of said corporation, and caused the corporate seal to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of October, 2001.



Marlene Hebert
Notary Public

Exhibit 'A'

Parcel 1:

The West ½ of the Northeast 1/4 of the South East 1/4 (except the West 150 feet thereof, and except that part dedicated for public highway by document 12010923, and except that part lying East of that part dedicated for public highway by document 12010923) (and except that part thereof described as follows: commencing at the Northeast corner of the Southeast Quarter of said Fractional Section 14; thence on an assumed bearing of South 88 degrees 08 minutes 40 seconds West along the North line of said Southeast Quarter 883.35 feet to the Westerly Right of Way Line of Illinois Route 83 per dedication aforesaid; thence South 08 degrees 41 minutes 31 seconds East along said Westerly Right of Way Line 409.54 feet to the point beginning; thence continuing South 0-8 degrees 41 minutes 31 seconds East along said Westerly Right of Way Line 116.68 feet; thence Southerly 87.46 feet along said Westerly Right of Way Line and Tangential Curve Concave To The East Having a Radius of 1453.75 feet and a central angle of 03 degrees 26 minutes 49 seconds; thence South 77 degrees 54 minutes 58 seconds West 10.09 feet to a point on a 1459.50 foot radius curve, the center of circle said curve bears North 77 degrees 54 minutes 58 seconds East from said point; thence Northerly along said curve 86.40 feet through a central angle of 03 degrees 23 minutes 31 seconds; thence North 08 degrees 41 minutes 31 seconds West 118.33 feet; thence North 81 degrees 18 minutes 29 seconds East 10.00 feet to the Point of Beginning) in Section 14, Township 37 North, Range 11 East of the Third Principal Meridian.

Parcel 2:

The South 4 acres (except that part lying Easterly of State Highway 83) of the East ½ of the Northeast 1/4 of the South East 1/4 of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian except that part dedicated for public highway by document 12010925, in Cook County, Illinois.

Parcel 3:

Easement for the benefit of Parcels 1 and 2 as created by grant of easement made by and between J. Marich and Sons, Inc., a corporation of Illinois and Heritage Standard Bank and Trust Company as Trustee under Trust Agreement dated May 14, 1985 and known as Trust Number 9635 dated August 11, 1986 and recorded September 22, 1986 as document 86428778 for ingress and egress over and upon the following described land: The West 66 feet of the East 322.17 feet of that part of Lot 2 of Doolin and Kirk's Resubdivision of the East 404.7 feet of the Southwest 1/4 of the Southeast 1/4 and of the Southeast 1/4 of the Southeast 1/4 (except therefrom Lots 1, 2, 3, 4, and 5 of Christian Boe's Subdivision of

Exhibit 'A' (continued)

certain parts thereof) of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois according to the plat of said Doolin and Kirk's Resubdivision recorded August 30, 1989 as document 1149383, in Book 37 of plats, described as follows: Commencing at a point on the center line of Sag-Lemont Road 300.00 feet Westerly of the Southeast corner of said Lot 2, Lot as measured along the South line of said Lot 2, thence Northerly on a line parallel to the East line of said Lot 2 a distance of 851.40 feet to the North line of said Lot 2, being also the North line of the South ½ of the Southeast ¼ of said Section 14, thence Westerly along said North line a distance of 578.94 feet to the East line of the Commonwealth Edison Company Right of Way, thence Southerly along the East line of the said Commonwealth Edison Company Right of Way a distance of 848.63 feet to the center line of Sag-Lemont Road, being also the South line of said Lot 2, thence Easterly along said Center Line a distance of 578.2 feet to the Point of Beginning, (except therefrom that parcel of land condemned by the Department of Public Works and Buildings of the State of Illinois for and on behalf of the people of the State of Illinois in case number 69L13193 in the Circuit Court of Cook County, Illinois) all in Cook County, Illinois.

DEPARTMENT OF COOK COUNTY CLERK'S OFFICE