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Cook County Recorder 29.50

Prepared by and
Mail to:
ARCHER BANK
4970 S. Archer Ave.
Chicago, Illinois 60632



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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of this 16th day of November, 2001, by and between LASALLE BANK NATIONAL ASSOCIATION, Successor Trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Not Personally but as Trustee under a Trust Agreement dated August 9, 1999 and known as Trust No. 125276-0-2 (hereinafter called "Mortgagor") and ZAFAR HUSSAIN (hereinafter called "Borrower") and ARCHER BANK, an Illinois banking corporation, with an office at 4970 S. Archer Ave., Chicago, Illinois 60632 (hereinafter call "Lender").

WITNESSETH

This Agreement is based upon the following recitals:

A. On August 18, 1999, for full value received, Borrower executed and delivered to Lender a Promissory Note in the principal amount of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) (hereinafter called "Note").

B. Mortgagor secured the obligations under the Note by granting to Lender a certain Mortgage (hereinafter called the "Mortgage") and an Assignment of Leases and Rents, dated August 18, 1999, covering certain improved real property at 1234 N. Halsted, City of Chicago, County of Cook, State of Illinois, which Mortgage and Assignment of Rents were recorded as Document Nos. 99891032 and 99891033, respectively with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

LOTS 39 TO 46 IN J. A. YALE'S SUBDIVISION OF BLOCK 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF LOT 38 IN J. A. YALE'S SUBDIVISION OF BLOCK 72 IN ELSTON'S ADDITION TO CHICAGO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF KINSBURY STREET AT THE NORTHWEST CORNER OF LOT 38; THENCE NORTHEASTERLY ALONG THE

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M
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10:00 AM

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NORTHERLY LINE OF SAID LOT 38, 96 FEET; THENCE SOUTHEASTERLY 25 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 38, 106.85 FEET WEST OF THE WEST LINE OF HALSTED STREET, THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF LOT 39, 89.06 FEET; THENCE NORTHWESTERLY ALONG KINGSBURY STREET 25 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-25-225-015-0000; 17-25-225-016-0000; 17-25-225-017-0000;
17-25-225-018-0000; 17-25-225-019-0000

C. The principal balance of the Note as of November 18, 2001 is \$752,010.92.

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 lien holder 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. On August 18, 2001, Borrower, Mortgagor and Lender agreed to modify the Note to extend the maturity date of the Note to November 18, 2001.

F. Borrower, Mortgagor and Lender agreed to further modify the Note to extend the maturity date to February 18, 2002.

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 November 18, 2001 to February 18, 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 the Mortgage and Assignment of Rents securing the Note, as herein above set forth, Borrower does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note secured by the Mortgage as herein modified, and to perform the covenants contained in the aforementioned documents, and Borrower represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid, first and subsisting lien on the Mortgaged Premises.

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Nothing herein contained shall in any manner whatsoever impair the Note and other loan documents as identified hereby, or the lien created thereby or any other documents executed by Mortgagor and/or 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 herein above otherwise provided, all terms and provisions of the Note and other instruments and documents executed in connection with the subject loans, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

The undersigned hereby authorizes Archer Bank to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

This instrument is executed by LaSalle Bank National Association, not personally, but as Trustee under its Trust No. 125276-0-2 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank hereby warrants that it possesses full power and authority to execute this mortgage); and no personal liability shall exist or be asserted or enforceable against the said Bank generally or in any capacity other than as Trustee as aforesaid, because or in respect of this instrument or the note secured hereby, and its liability as such Trustee shall be limited to and enforceable only out of the property described and in this instrument, by enforcement of the lien hereof, and no duty shall rest upon said bank 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.

Attest:

Louise F. Sajdak
Its Vice President

ARCHER BANK, Lender:

[Signature]
Its President

LASALLE BANK NATIONAL ASSOCIATION,
Successor to AMERICAN NATIONAL BANK
AND TRUST COMPANY OF CHICAGO, Not
Personally but as Trustee under a Trust Agreement
Dated August 9, 1999 and known as Trust No.
125276-0-2, Mortgagor

By: Nancy A. Carlson
Its Trust Officer Asst. Vice President

Zafar Hussain
Zafar Hussain

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Patricia Cruz, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Matthew E. Tilton and Louise F. Sajdak, 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 President and Vice President of ARCHER BANK and acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed, and as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 16th day of November, 2001.

Patricia Cruz
Notary Public

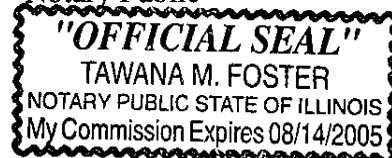


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Nancy A. Carlin, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the Asst. Vice President of LASALLE BANK NATIONAL ASSOCIATION and acknowledged that she signed and delivered the said instrument as her free and voluntary act and deed, and as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 6th day of ~~November~~ ^{December}, 2001.

Tawana M. Foster
Notary Public



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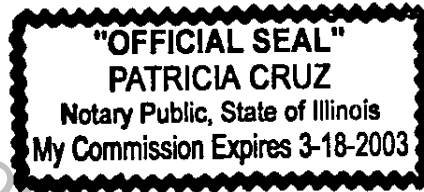
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Patricia Cruz, a Notary Public in for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, ZAFAR HUSSAIN, 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 16th day of November, 2001.

Patricia Cruz
Notary Public



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