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Cook County Recorder 27.50



Prepared By:
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30 N. LaSalle St. - Suite 4020
Chicago, Illinois 60602

MAIL TO:
CHICAGO COMMUNITY BANK
1110 W. 35th Street
Chicago, IL 60609



MODIFICATION AGREEMENT

115-592-0

THIS MODIFICATION AGREEMENT made as of this 7th day of February, 2002, by and between DARRELL R. WINDLE and DAVID SAMBER, (hereinafter collectively called "Borrower") and CHICAGO COMMUNITY BANK, an Illinois banking corporation, with an office at 1110 W. 35th Street, Chicago, Illinois 60609 (hereinafter called "Lender").

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WITNESSETH: Real Estate Index 2973473

This Agreement is based upon the following recitals:

A. On February 11, 2000, for full value received, Borrower executed and delivered to Lender a Promissory Note in the principal amount of SIX HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$687,500.00) (hereinafter called the "Note").

B. Borrower secured the obligations under the Note by granting to Lender a certain Mortgage (hereinafter called the "Mortgage") dated February 11, 2000, covering certain improved real property in the County of Cook, State of Illinois, which mortgage was recorded as Document No. 0010721620, with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

PARCEL 1: LOTS 15 AND 16 IN HARLAND AND OTHERS ADDITION TO CHICAGO, A SUBDIVISION OF LOTS 6, 8, 9, 10, 11, 12 AND LOT 7 (EXCEPT THE WEST 172 FEET THEREOF) IN ASSESSOR'S DIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT A IN RESUBDIVISION OF LOT 11 AND THE SOUTH 1 1/2 FEET OF LOT 10 IN HARLAND AND OTHERS ADDITION TO CHICAGO IN ASSESSOR'S DIVISION AND LOT 12 IN HARLAND AND OTHERS ADDITION TO CHICAGO A SUBDIVISION OF LOTS 6, 8, 9, 10, 11, 12 AND LOT 7 (EXCEPT THE WEST 172 FEET THEREOF) IN ASSESSOR'S DIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 32,

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Property of Cook County Clerk's Office

TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-32-217-170 and 17-32-217-171 and 17-32-217-174
Common Address: 3322 S. Morgan, Chicago, Illinois

- C. Borrower and Lender have agreed to make certain changes to the Note.
- D. The outstanding principal balance of the Note as of February 7, 2002 is \$660,205.00.
- E. Borrower represents 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 Mortgage, as herein modified, is a valid, first and subsisting lien on said Mortgage Premises.

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, secured by the Mortgage and Assignment of Rents, is hereby modified as follows:

- 1. Effective February 11, 2002, the interest rate of the Note is decreased from 8.00% to 7.25%.
- 2. Commencing with the February 11, 2002 payment, the principal and interest payment due monthly shall be in the amount of \$5,220.00.
- 3. The maturity date of the Note shall be extended from February 11, 2005 to February 11, 2007.
- 4. Borrower shall have the right to prepay the entire unpaid principal balance with accrued interest thereon to date of payment on any installment date upon giving thirty (30) day written notice to Lender of the intention to make such prepayment, provided that a prepayment premium shall be due from the undersigned as calculated as follows:
 - (A) Five (5%) percent of the unpaid principal balance in the event the prepayment occurs before February 11, 2003; or
 - (B) Four (4%) percent of the unpaid principal balance in the event the prepayment occurs on or after February 11, 2003, but before February 11, 2004; or
 - (C) Three (3%) percent of the unpaid principal balance in the event the prepayment occurs on or after February 11, 2004, but before February 11, 2005; or
 - (D) Two (2%) percent of the unpaid principal balance in the event the prepayment occurs on or after February 11, 2005, but before February 11, 2006; or
 - (E) One (1%) percent of the unpaid principal balance in the event the prepayment occurs

on or after February 11, 2006, but before February 11, 2007.

No prepayment premium will be applicable on any principal balance due at maturity, provided that in the event the Note matures due to an acceleration following a default, the above-identified prepayment premium shall be due and owing to the extent permitted by law.

5. All other terms and conditions of the Note shall remain in full force and effect.

In consideration of the modification of the terms of the Note, and the other loan documents identified above by Lender, as hereinabove set forth, 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 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.

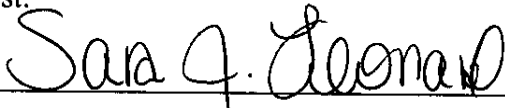
Nothing herein contained shall in any manner whatsoever impair the Note and other loan documents as modified hereby, or the lien created thereby or any other documents executed by Borrower in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in 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.

The undersigned hereby authorizes Chicago Community 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.

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.

CHICAGO COMMUNITY BANK, Lender:

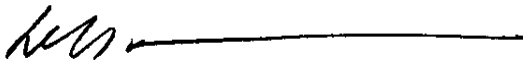
Attest:



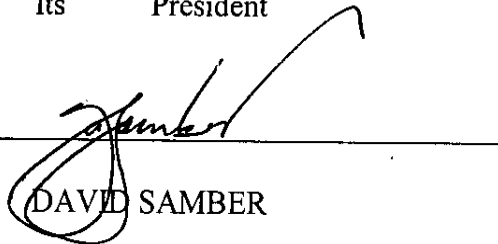
Its Secretary



Its President



DARRELL R. WINDLE



DAVID SAMBER

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Steve Stephens, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Timothy Clary and Sara Leonard, 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 Secretary of CHICAGO COMMUNITY BANK and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12 day of February, 2002.



Steve A Stephens
Notary Public

State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that DARREL R. WINDLE and DAVID SAMBER 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 12 day of February, 2002.



Steve A Stephens
Notary Public

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