

Prepared By:

Washington Federal Bank
for savings
2869 South Archer Avenue
Chicago, Illinois 60608



0020345273

Mail To:

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2869 South Archer Avenue
Chicago, Illinois 60608

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE ("Modification") effective as of this 12th day of March 2002, by and between Washington Federal Bank for savings (hereinafter referred to as "Mortgagee") and LaSalle Bank National Association successor trustee to American National Bank & Trust Company of Chicago as trustee and not personally under Trust Agreement dated September 24, 1999 and known as Trust number 12542403, collectively referred to as ("Mortgagor").

PFCITALS

WHEREAS, on or about May 3, 2001, Mortgagor and Mortgagee entered into a certain loan transaction (hereinafter referred to as "Loan" or "Loan Transaction") wherein Mortgagee agreed to lend to Mortgagor the sum of THREE HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS, (\$395,000.00), ("Loan Amount"). To evidence said Loan Transaction, Mortgagor made, executed and delivered to Mortgagee a Note dated May 3, 2001, ("Note") in the original principal sum of THREE HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS, (\$395,000.00); and

WHEREAS, the Note is secured by a certain Mortgage dated May 3, 2001, from the Mortgagor to Mortgagee, which Mortgage was recorded with the Recorder of Deeds of Cook County, Illinois, as Document Number: 10718623, ("Mortgage"), which Mortgage as recorded against the Property described in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the Note, by its terms matures on April 30, 2002; and,

WHEREAS, Mortgagor has requested that Mortgagee increase the Loan amount and grant an additional advance to the Mortgagor in the sum of \$88,000.00 to be secured by the existing Mortgage, and to extend the maturity date from May 3, 2001 to a new maturity date of September 1, 2002; and

WHEREAS, Mortgagee has agreed to establish the maturity date of the Loan through and including September 1, 2002, as more fully set forth in that certain Note Modification Agreement dated of even date herewith ("Note Modification"); and,

WHEREAS, the Mortgagee has agreed to the request from the Mortgagor; and

BOX 333-CTI

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10-03-2009

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WHEREAS, the parties desire to set forth the amended terms of the Note and Mortgage, so the new terms of the Loan and all documents evidencing and securing the Loan, as amended, are clarified for the benefit of the parties hereto; and

WHEREAS, Mortgagee represents and warrants, which representations and warranties will survive the execution of the Agreement, as follows:

- a.) No default, event of default, breach or failure of condition has occurred or exists (which exists or would exist with notice or lapse of time or both) under the terms of the loan documents, which would not, or will not be cured by execution of and Mortgagee's performance of all terms of this Agreement.
- b.) There exists no defense, whether at law or equity to the repayment of the Note, or any obligation of the Mortgagee under the Mortgage. In addition, other than the Mortgage from Mortgagor to mortgagee, there exists no other lien or claim against the Property.
- c.) The Note and Mortgage from Mortgagor to Mortgagee, evidencing or securing the Loan, are and remain in full force and effect.
- d.) Mortgagee hereby expressly reaffirms all the terms, conditions and covenants of the Note and Mortgage, as herein modified.
- e.) Mortgagor (i) is seized of a Fee Simple Estate in the Property and the improvements, and that the Property is free and clear of all liens and encumbrances, other than the Mortgage from Mortgagor to Mortgagee, (ii) has full legal power, right and authority to execute this Modification and mortgage, pledge and convey the Fee Simple Estate and (iii) the additional advance evidenced by this Modification, remains a first lien on the Fee Simple Estate.
- f.) All disbursements required to be made by Mortgagee pursuant to the loan have been made, including the additional advance requested by Mortgagor, and the Mortgagee is under no duty to make any further disbursements under the Loan.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein and for such other good and valuable consideration the sufficiency of which is hereby acknowledged, it is agreed between the parties hereto that the Loan is hereby amended as follows:

- a.) The foregoing recitals are true in substance and fact and are hereby incorporated by references fully set forth herein.
- b.) Mortgagee agrees to advance to Mortgagor an additional sum of \$88,000.00.
- c.) That the Maturity Date of the Mortgage be and hereby is amended to September 1, 2002.
- d.) That as of March 12, 2002, the amount secured by the Mortgage from Mortgagor to Mortgagee, shall be deemed to be the principal sum of \$483,000.00.
- e.) That the maturity date, as defined under the Note, be and hereby is extended and amended to September 1, 2002, ("New Maturity Date").

In the event of any conflict between the terms of the Note or Mortgage, and this Agreement, the

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terms of this Agreement shall control and govern. This Agreement supersedes all prior arrangements and understandings (both written and oral) among the parties hereto with respect to the subject matter of this Agreement. Notwithstanding anything to the contrary herein, the terms of the Note or Mortgage, not expressly modified by the terms of this Agreement, shall remain in full force and effect. In all other respects, the Mortgagee expressly reaffirms all of the terms, conditions and covenants of the Note and Mortgage. This Agreement is not a novation, determination, release, waiver, settlement, compromise or discharge of any of the rights and remedies of the Mortgagee as provided in the Note or Mortgage, but rather a modification of the terms of said documents. Any default under the terms of this Agreement shall be deemed an "event of default" under the terms of the Note or Mortgage.

IN WITNESS WHEREOF, the parties have executed this Modification effective as of the date and year first written above.

MORTGAGEE:

MORTGAGOR:

Washington Federal Bank
for savings

By: Marsha Bradley
MARSHA BRADLEY
Its: Vice President Lending

Attest: Alicia Mandujano
ALICIA MANDUJANO
Its: Corporate Secretary

By: Thomas J. [Signature]
Thomas J. [Signature] Trust Officer of
LaSalle Bank National Association
successor trustee to American National
Bank & Trust Company of Chicago as
trustee and not personally under Trust
Agreement dated September 26, 1999 and
known as Trust number 12542403

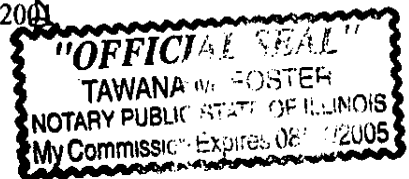
*SEE OTHER ATTACHED HERETO AND MADE A PART HEREOF.

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 ~~Marsha Bradley, Vice President Lending and Alicia Mandujano, Corporate Secretary, are personally know to me to be the same persons whose name are subscribed to the foregoing instrument as such and~~ LaSalle Bank National Association successor trustee to American National Bank & Trust Company of Chicago as trustee and not personally under Trust Agreement dated September 26, 1999 and known as Trust number 12542403, 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 for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of March, 2004

Tawana M. Foster
Notary Public



My Commission Expires:

* Thomas J. [Signature] Trust Officer of

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EXHIBIT A

LEGAL DESCRIPTION

Permanent Index Number: 13-11-305-027-0000

Commonly Known As: 3936 West Argyle, Chicago, Illinois, 60625

Legal: LOT 1 IN GEORGE W. SPIKING'S SUBDIVISION OF THE SOUTH 125 FEET OF THE EAST 124 FEET OF THE WEST 264 FEET OF BLOCK 2 IN SPIKING'S SUBDIVISION OF THE SOUTH WEST QUARTER SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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LASALLE BANK NATIONAL ASSOCIATION
LAND TRUST DEPARTMENT
RIDER – TRUST DEED OR MORTGAGE

**RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR
MORTGAGE DATED ^{Modification} 3-12-2002 UNDER TRUST NUMBER 125424-03**

This Mortgage or Trust Deed in the nature of a mortgage is executed by LaSalle Bank National Association, not personally, but as trustee under Trust Number 125424-03, in the exercise of the power and authority conferred upon and vested in it as such trustee (and said LaSalle Bank National Association hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LaSalle Bank National Association, personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgage or trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder, and that so far as the mortgagor or grantor and said LaSalle Bank National Association personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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