

UNOFFICIAL COPY

0020319138  
2595/0079 45 001 Page 1 of 3

2002-03-21 08:56:01

County Recorder

25.00



0020319138

MODIFICATION AND EXTENSION AGREEMENT

Loan No. 85487-5

77-82-947 J10 CTI

This Indenture, made this 1st day of February, 2002, by and between THE FIRST COMMERCIAL BANK, ("Note Holder") the owner of the Mortgage hereinafter described, and Manuel R. Rosiles, a married man, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),

WITNESSETH:

1. The parties hereby agree to modify the interest rate and extend the time of payment of the indebtedness evidenced by the Principal Promissory Note or Notes of Manuel R. Rosiles, dated November 14, 1998 secured by a Mortgage and Assignment of Rents recorded November 20, 1998, in the office of the Recorder of Cook County, Illinois, as Document Numbers 08053241 and 0805342, respectively, conveying to THE FIRST COMMERCIAL BANK certain real estate in Cook County, Illinois described as follows:

LOT 9 (EXCEPT THE SOUTH 116.0 FEET) AND LOT 10 (EXCEPT THE SOUTH 116.0 FEET) IN BLOCK 4 IN TOUHY'S ADDITION TO ROGERS PARK, IN SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Perm Index No. 11-30-418-001-0000

Prop Add: 1941-43 W. Chase Ave., Chicago, IL 60626

**THIS IS NOT HOMESTEAD PROPERTY AS TO THE SPOUSE OF THE OWNER.**

2. The amount remaining unpaid on the indebtedness is \$221,098.96.
3. Said remaining indebtedness of \$221,098.96 shall be paid at the rate of 7.25% in installments as follows: \$1,683.13 (principal and interest) on the first day of March, 2002, and \$1,683.13 on the first day of each month thereafter, except that a final payment of principal and interest, if not sooner paid, shall be due and payable on February 1, 2006, and the Owner in consideration of such modification and extension promises to pay the principal sum secured by said Mortgage as and when therein provided, as hereby modified and extended, and to pay interest thereon until February 1, 2006, at the rate of 7.25 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 7.25 per cent per annum, and interest after maturity at the rate of 11.25 per cent per annum, and to pay both principal and interest in the coin or currency provided for in the Mortgage hereinabove described, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date

BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

107-688 X08

# UNOFFICIAL COPY

thereof, or the equivalent of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of the said Principal Note or Notes may from time to time in writing appoint, and in default of such appointment then at THE FIRST COMMERCIAL BANK, 6945 North Clark Street, Chicago, Illinois 60626.

4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said Mortgage, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said Principal Note or Notes, become and be due and payable, in the same manner as if said extension had not been granted.
5. This agreement is supplementary to said Mortgage. All the provisions thereof and of the Principal Note or Notes, and any and all documents securing said Note or Notes, including the right to declare and accrued interest due for any cause specified in said Mortgage or Notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said Mortgage. The provisions of their indenture shall inure to the benefit of any holder of said Principal Note or Notes and Interest Notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.
6. This Agreement shall not become operative and shall be null and void if its execution and recording shall result in the loss to the Note Holder of the priority position of the Mortgage and Assignment of Leases and Rents and Security Agreement securing said Note. Any written declaration executed by the Note Holder and recorded to the effect that this Modification Agreement threatens the priority position of said Mortgage and Assignment of Leases and Rents and Security Agreement shall be sufficient to rescind this Agreement and expunge the effect of its recording.
7. Owner will provide to Note Holder, within 30 days of the close of each calendar year, a personal financial statement and cash flow statement reflecting the current income and expenses relating to the lease and rental of the subject real estate. It shall be considered an event of default under this Mortgage if Owner does not comply with these requirements.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

THE FIRST COMMERCIAL BANK

BY:



Alan M. Share  
Senior Vice President and Trust Officer

ATTEST:



Kathleen J. Schwind  
First Vice President and Cashier



Manuel R. Rosiles

20219138

# UNOFFICIAL COPY

STATE OF ILLINOIS)

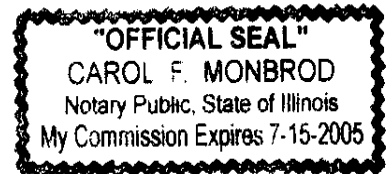
)SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alan M. Share, Senior Vice President and Trust Officer of The First Commercial Bank, and Kathleen J. Schwind, First Vice President and Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Trust Officer and First Vice President and Cashier, 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 therein set forth; and the said First Vice President and Cashier then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

Given, under my hand and Notarial seal this 5<sup>TH</sup> day of March, 2002.

*Carol F. Monbrod*  
Notary Public



STATE OF ILLINOIS)

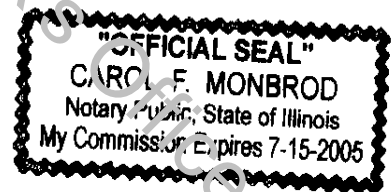
)SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Manuel R. Rosiles, is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given, under my hand and Notarial seal this 5<sup>TH</sup> day of March, 2002.

*Carol F. Monbrod*  
Notary Public



Prepared by and Mail to:

Alan M. Share  
THE FIRST COMMERCIAL BANK  
6945 North Clark Street  
Chicago, Illinois 60626

20319138