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Cook County Recorder 39.50

This instrument prepared by
and please return to:
Jennifer L. Worstell, Esq.
100 West Monroe Street #1500
Chicago, Illinois 60603



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3511/0135 38 001 Page 1 of 10

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Cook County Recorder 39.50

*This document is being re-
recorded to include Paralegal
notary action. Amy Benadetto, Paralegal 5/11/02*

P.I.N.: 13-36-400-033-0000
COMMONLY KNOWN AS: 1935-43 N. California, Chicago, Illinois

LOAN MODIFICATION AGREEMENT

This instrument is a Loan Modification Agreement ("Modification") among LaSalle Bank National Association, formerly known as LaSalle National Bank, a national banking association ("Lender"), and Heriberto Diaz and Crucita Diaz (collectively "Borrowers").

RECITALS:

A. Borrowers hold fee simple title to certain real estate commonly known 1935-43 N. California Chicago, Illinois ("Real Estate"), which is legally described on Exhibit A attached hereto.

B. On November 27, 1996, executed and delivered to Lender a Promissory Note in the amount of \$101,000 ("Note") which evidenced a loan in the amount of \$101,000 ("Loan"). To secure the Note, Borrowers executed and delivered to Lender the following documents ("Security Documents"):

1. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage") covering the Real Estate, which Mortgage was recorded with the Cook County Recorder of Deeds on December 3, 1996 as Document No. 96911169;

2. an Environmental Indemnity Agreement executed by Borrowers; and
3. UCC-1 Financing Statements (2) executed by Borrowers.

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C. The outstanding principal balance of the Loan is \$80,982.19. Borrowers have now requested Lender to adjust the interest rate applicable to the Note. Lender is agreeable to these requests subject to the covenants, conditions and restrictions contained herein.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

1. The Note is hereby modified and amended in its entirety by a revised Promissory Note ("Revised Note") in the amount of \$80,902.19. A copy of the Revised Note is attached hereto as Exhibit B. The Security Documents and the Mortgage are hereby modified and amended to secure the Revised Note and all references to the Note in the Security Documents and Loan Agreement are modified and amended to refer to the Revised Note in place of the Note.

2. This Modification shall be effective upon Lender's receipt of this Modification executed by the parties hereto and the following documents and items:

- (a) the Revised Note executed by Borrowers;
- (b) UCC-1 Financing Statements executed by Borrowers;
- (c) a UCC Authorization executed by Borrowers;
- (d) a date down endorsement to Lender's loan title insurance policy, which insures the Mortgage as modified by this Modification as a first lien on the Real Estate subject only to such exceptions as Lender shall permit and which reflects and insures that Borrowers are the holders and owners of fee simple interest in the Real Estate;
- (e) updated certificates of insurance as required by the Mortgage;

- (f) payment of Lender's expenses as described in Section 6 hereof; and
- (g) a Loan Settlement Statement showing payment of Lender's fee in the amount of \$809.82.

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3. This Modification shall constitute an amendment of the Security Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note or Revised Note ("Loan Documents") reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage or the Security Documents, or the covenants, conditions and agreements therein contained or contained in the Note or Revised Note.

4. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.

5. Borrowers hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

6. Borrowers hereby agree to pay Lender's fee and all of Lender's expenses arising out of and in connection with this Modification including, but not limited to, attorneys' fees, title insurance premiums and recording fees.

7. All terms contained in this Modification which are not otherwise defined herein shall, unless the context indicates otherwise, have the meanings provided for by the Uniform Commercial Code in effect from time to time, including, without limitation, as amended by Revised Article 9 of

the Uniform Commercial Code as enacted in the state of Illinois on July 1, 2001, to the extent the same are used or defined therein. **20499211**

8. Borrowers knowingly, voluntarily and intentionally waive the right they may have to trial by jury with respect to any legal proceeding based hereon, or arising out of, under or in connection with this Note, Mortgage, Security Documents, Modification or any of the other obligations, or the collateral secured by the Security Documents, or any agreement, executed or contemplated to be executed in conjunction herewith or any course of conduct or course of dealing, in which Holder and Borrowers are adverse parties. This provision is a material inducement for Holder in granting any financial accommodation to Borrowers, or either of them.

9. Borrowers hereby irrevocably submit to the jurisdiction of any state or federal court sitting in Chicago, Illinois over any action or proceeding based hereon and Borrowers hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such state or federal court. Borrowers hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Borrowers irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such Borrowers at their addresses as specified in the records of Lender. Borrowers agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

Borrowers agree not to institute any legal action or proceeding against Lender or the directors, officers, employees, agents or property thereof, in any court other than the one herein above specified. Nothing in this Section shall affect the right of Lender to serve legal process in any

other manner permitted by law or affect the right of Lender to bring any action or proceeding against Borrowers or their property in the courts of any other jurisdictions.

IN WITNESS WHEREOF, the parties hereto have executed this Modification on

12/01, 2001.

LENDER:

LaSalle Bank National Association, formerly known as LaSalle National Bank, a national banking association

By: [Signature]
Its Assistant Vice President

BORROWERS:

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[Signature]
Heriberto Diaz

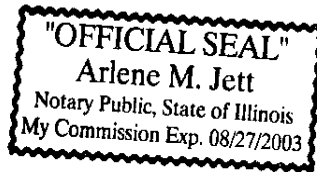
[Signature]
Crucita Diaz

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Dyson Mpando, Assistant Vice President of LaSalle Bank National Association, formerly known as LaSalle National Bank, personally 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 and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 12/1, 2001.

[Signature]
Notary Public



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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Heriberto Diaz, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 3rd of Jan 2002, 2001.

20499211

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Barry J. Greenberg
Notary Public
" OFFICIAL SEAL"
BARRY J. GREENBERG
Notary Public, State of Illinois
My Commission Expires March 3, 2003

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Crucita Diaz, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 3rd of Jan 2002, 2001.

Barry J. Greenberg
Notary Public

" OFFICIAL SEAL"
BARRY J. GREENBERG
Notary Public, State of Illinois
My Commission Expires March 3, 2003

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EXHIBIT A

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LEGAL DESCRIPTION

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LOT 11 (EXCEPT WEST 106.83 FEET THEREOF), LOT 12 (EXCEPT NORTH 3 FEET OF WEST 106.83 FEET THEREOF), ALL OF LOTS 13, 14 AND THAT PART LOT 15 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 15; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 4 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 43.83 FEET; THENCE NORTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT, 3 FEET, THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 81.19 FEET, MORE OR LESS, TO THE EAST LINE OF SAID LOT; THENCE NORTH ALONG THE EAST LINE, 1 FOOT TO THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 125.02 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF, THE POINT OF BEGINNING, ALL IN BLOCK 2 IN EDGAR M. SNOW AND COMPANY'S SUBDIVISION BEING CHARLES MORRIS NEW SUBDIVISION OF PART OF BLOCK 2 OF BORDEN'S SUBDIVISION OF THE WEST ½ OF THE SOUTH EAST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1935-43 N. California, Chicago, Illinois
P.I.N.: 13-36-400-033-0000

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PROMISSORY NOTE

("Revised Note")

20499211

\$80,982.19

_____, 2001

FOR VALUE RECEIVED the undersigned, Heriberto Diaz and Crucita Diaz (collectively "Borrowers"), jointly and severally promise to pay to the order of LaSalle Bank National Association, formerly known as LaSalle National Bank (said Bank and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of Eighty Thousand Nine Hundred Eighty-Two and 19/100ths (\$80,982.19) Dollars, or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid, in the amounts, at the rates and on the dates hereafter set forth.

(a) On January 1, 2002, and on the first day of each succeeding month thereafter to and including December 1, 2006, there shall be paid on account of this Note the amount of \$940.27, which such payment shall be applied first to interest at a rate of seven (7.0%) percent per annum and the remainder to principal.

(b) On December 1, 2006, the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

Interest shall be calculated and paid on the basis of a year having three hundred sixty (360) days and a month having thirty (30) days.

The balance due on account of this Note may be prepaid, without premium or penalty, in whole or in part and all accrued interest hereon shall be payable and shall be paid on the date of prepayment.

Payment upon this Note shall be made in lawful money of the United States at such place as the Holder of this Note may from time to time in writing appoint and in the absence of such appointment, shall be made at the offices of LaSalle Bank National Association, 135 South LaSalle Street, 12th Floor, Chicago, Illinois 60603.

Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest or principal is not paid within fifteen (15) days after the date the same is due, the undersigned promises to pay a late charge ("Late Charge") of five (5.0%) percent of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

This Note is executed pursuant to a Loan Modification Agreement executed concurrently herewith ("Modification"). This Note replaces that certain Promissory Note in the amount of \$101,000 ("Original Note") made by Borrower on November 27, 1996. The Original Note is secured by a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing

Statement ("Mortgage") executed on November 27, 1996 and recorded on December 3, 1996 with the Cook County Recorder of Deeds as Document No. 96911169. Amounts outstanding pursuant to the Original Note shall be outstanding under this Note. All interest rates applicable to and charged on the Original Note and all payments made on the Original Note are unchanged. Pursuant to the Modification, the Mortgage and other security documents ("Security Documents") are modified to secure this Note.

At the election of the Holder hereof, without notice, the principal sum remaining unpaid hereon, together with accrued interest, shall be and become at once due and payable in the case of default for fifteen (15) days in the payment of principal or interest when due in accordance with the terms hereof or upon the occurrence of any "Event of Default" under the Mortgage or Security Documents.

Under the provisions of the Mortgage and Security Documents the unpaid balance hereunder may, at the option of the Holder, be accelerated and become due and payable forthwith upon the happening of certain events as set forth therein. The Mortgage and Security Documents are, by this reference, incorporated herein in their entirety and notice is given of such possibility of acceleration.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceeding, the undersigned promises to pay all costs incurred by Bank in connection therewith including, but not limited to, court costs, litigation expenses and reasonable attorneys' fees.

The principal hereof, including each installment of principal, shall bear interest after the occurrence of an Event of Default, not cured within the applicable cure period, at the annual rate (herein called the "Default Rate") determined by adding four (4.0%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

Borrowers waive notice of default, presentment, notice of dishonor, protest and notice of protest.

Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by mail, wire transfer or other delivery to Borrowers, escrowees or otherwise for the benefit of Borrowers shall, for all purposes, be deemed outstanding hereunder and received by Borrowers as of the date of such mailing, transfer or other delivery, and interest shall accrue and be payable upon such funds from and after the date of such mailing, wire transfer or other delivery until repaid to Holder, notwithstanding the fact that such funds may not at any time have been remitted by such escrowees to Borrowers.

Borrowers knowingly, voluntarily and intentionally waive the right they may have to trial by jury with respect to any legal proceeding based hereon, or arising out of, under or in connection with this Note, Mortgage, Security Documents, Modification or any of the other obligations, or the collateral secured by the Security Documents, or any agreement, executed or contemplated to be

executed in conjunction herewith or any course of conduct or course of dealing, in which Holder and Borrowers are adverse parties. This provision is a material inducement for Holder in granting any financial accommodation to Borrowers, or either of them.

Borrowers knowingly, voluntarily and intentionally waive irrevocably the right they may have to trial by jury with respect to any legal proceeding based hereon, or arising out of, under or in connection with this Note, the Mortgage, Modification or any of the other obligations, or the collateral secured by the Security Documents, or any agreement, executed or contemplated to be executed in conjunction herewith or any course of conduct or course of dealing, in which Holder and Borrowers are adverse parties. This provision is a material inducement for Holder in granting any financial accommodation to Borrowers, or either of them.

Borrowers hereby irrevocably submit to the jurisdiction of any state or federal court sitting in Chicago, Illinois over any action or proceeding based hereon and Borrowers hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such state or federal court. Borrowers hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Borrowers irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such Borrowers at their addresses as specified or in the records of Holder. Borrowers agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

Borrowers agree not to institute any legal action or proceeding against Holder or the directors, officers, employees, agents or property thereof, in any court other than the one herein above specified. Nothing in this Section shall affect the right of Holder to serve legal process in any other manner permitted by law or affect the right of Holder to bring any action or proceeding against Borrowers or their property in the courts of any other jurisdictions.

Time is of the essence of this Note and each provision hereof.

Heriberto Diaz

Crucita Diaz

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