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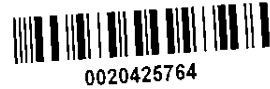
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Cook County Recorder 33.00

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RECORDING REQUESTED BY

AND WHEN RECORDED MAIL

TO: prepay



LABE BANK

4343 N ELSTON AVE

CHICAGO, IL 60641

LOAN MODIFICATION AGREEMENT

LOAN#0110055780

La Salle Bank National Association,
formerly known as *La Salle*
National Bank SUCCESSOR TRUSTEE TO **QK*

7-20

THIS LOAN MODIFICATION AGREEMENT ("Agreement") is made and entered into as of the 21ST Day of MARCH 2002 by and among Columbia National Bank of Chicago as Trustee Under Trust Agreement dated October 27, 1992 and known as Trust Number 4175 and LaBeBank. *not personally*

RECITALS

A. As of the date hereof, Borrower is presently indebted to Lender in the principal sum Four Hundred Nine Thousand Nine Hundred Thirty - Three Dollars & 35/100 (\$409,933.35) ("Loan"), which indebtedness is evidenced by that certain Note ("Note") dated as of August 5, 1994, executed by Borrower in the original principal amount of Four Hundred Fifty Thousand Dollars and 00/100 (\$450,000.00)

B. The indebtedness evidenced by the Note is secured by, among other documents, the following:

- i) Mortgage dated August 5th 1994, executed by Borrower in favor of Lender and recorded on August 15, 1994 Recorder's Office of COOK County, Illinois as Document No. 94721263 ("Mortgage"); and
- ii) Guaranty of Payment dated N/A 199 , from Guarantor to and in favor of Lender ("Guaranty").

BOX 333-CTI

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The Note, Mortgage, Guaranty together with all other documents evidencing or securing the loan including this Agreement, are sometimes hereinafter collectively referred to as the "Loan Documents."

C. The Mortgage, as amended hereby, constitutes a valid first lien on the real property located at 700 ROPPOLO DRIVE, ELK GROVE VILLAGE, ILLINOIS, 60007 which property is legally described on Exhibit A attached hereto and made a part hereof ("Property").

D. Borrower has requested that Lender:

- (a) Increase the interest rate on the Note from N/A to N/A per annum.
- (b) Decrease the principal balance of the Note to \$ N/A
- (c) Increased monthly Principal and interest installments due under the Note to \$ N/A commencing the N/A day.
- (d) CORRECT THE FIRST INTEREST CHANGE DATE ON THE NOTE FROM N/A TO N/A
- (e) CORRECT THE INTEREST RATE CEILING AT THE FIRST CHANGE DATE FROM N/A % TO N/A %.
- (f) EXTEND THE MATURITY DATE OF THE NOTE FROM 09/01/01 TO 07/01/02.

E. Lender is willing to provide the modification set forth above in Recital D provided: (a) that the Loan Documents, and any and all modifications thereof, and the Liens of any foregoing, as amended hereby, shall have the same validity, priority and effect against all of the real and personal property to which they apply and to the extent that said liens had immediately prior to the execution and delivery of this First Amendment; (b) that no such amendment or modification shall constitute a waiver by Lender of any default by Borrower under any of the Loan Documents; and (c) the Borrower complies with and fulfills all of its obligations and requirements set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Guarantors and Lender hereby mutually agree as follows:

1. Incorporation by Reference . The foregoing recitals are hereby incorporated herein by reference as if set forth in full in the body of this First Amendment.
2. Modification of Loan Documents. The terms and provisions of the Loan Documents are hereby amended and modified to provide that:

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- (a) The interest rate on the Note is hereby decreased
From n/a % to n/a % per annum.
- (B) The principal balance of the Note is increased to
\$ n/a
- (c) The monthly installments due under the Note toward principal and
interest are increased to \$ N/A commencing the N/A of N/A.
- (d) CORRECT THE FIRST INTEREST CHANGE DATE ON THE
NOTE FROM N/A TO N/A
- (e) EXTEND THE MATURITY DATE
FROM 09/01/01 TO 07/01/02.
- (f) CORRECT THE INTEREST RATE CEILING AT THE FIRST
CHANGE DATE FROM N/A TO N/A.

3. Reaffirmation of Note and other Loan Documents. Borrower and Guarantors hereby acknowledge and reaffirm their respective obligations under the Note and the other Loan documents and the indebtedness evidenced thereby, and acknowledge and agree that such indebtedness is owing to the Lender and is enforceable against the Borrower and Guarantors in accordance with the terms of the Note, the Guaranty, and the other Loan Documents as modified, amended and extended by this Agreement, subject to no defenses, counterclaims, deductions or set-offs whatsoever.

4. Reaffirmation of Representations and Warranties. Borrower and Guarantors hereby acknowledge and reaffirm that all the representations and warranties of Borrower and Guarantors as stated in the Loan Documents are true and correct as of the date hereof.

5. Title Insurance. As a condition precedent to Lender's agreement to modify the Note and the other Loan Documents in accordance with the terms of this Agreement, Borrower shall: (i) cause this Agreement to be promptly recorded with the recorder's Office of N/A County, Illinois, (ii) provide Lender with a date down endorsement to Lender's policy of title insurance on the Property which was issued by N/A Title Company and known as Policy No. N/A, and (iii) pay a fee for the expenses in 6 below of \$ N/A to Lender.

6. Expenses. Borrower shall be solely responsible for any and all costs, expenses, fees, charges, taxes, of whatever kind and nature, incurred by Lender in connection with the modification of the Loan Documents provided for in this Agreement, including, without limitation, document preparation fees, recording fees and title insurance charges, which expenses total \$ N/A

7. Intent of Parties. The parties expressly agree that the liens evidenced by the Loan Documents shall in no way be deemed to have been subordinated, released, modified, terminated, or otherwise affected by this Agreement, it being understood by the parties hereto that the liens of said documents shall continue in full force and effect, and are to have the same validity, priority and effect that they had immediately prior to the execution of this agreement.

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8. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the lender and Borrower, and no other person, entity or entities shall have the right of action hereon, right to claim any right or benefit from the terms contained, or be deemed a third party beneficiary hereunder.

9. Conflicts. The provisions of this Agreement shall govern and control in the event of any conflict between this Agreement and the provisions of any of the Loan Documents.

10. Entire Agreement. Except as expressly set forth herein, this Agreement and the Loan Documents constitute the entire agreement of the parties hereto with respect to the matters addressed herein, and supersede all prior or contemporaneous contracts, representations, statements and warranties, whether oral or written oral or written, with respect to such matters.

11. Effect of Agreement. Except as specifically amended or modified by the terms of this agreement, all terms and provisions of each of the Loan Documents shall remain in full force and effect, Lender's agreement to modify the Loan and the Loan Documents as set forth herein shall not be interpreted or construed as obligating Lender to make any future modifications to, or extensions of the Loan.

12. Governing Law. This Agreement shall be governed by and be construed in accordance with the internal laws of the State of Illinois.

13. Captions. The title of this Agreement and the headings of the various paragraphs of this Agreement have been inserted only for the purposes of convenience and are not part of this Agreement and should not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

~~LABE BANK~~

By: 

SANDRA WRTJAK

Its: VICE - PRESIDENT

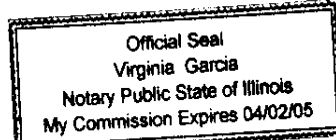
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STATE OF ILLINOIS)SS
COUNTY OF COOK)SS

I, a notary public, in and for and residing in Cook County, in the State aforesaid, do hereby certify that SANDRA WRTJAK the VICE-PRESIDENT of LABE BANK, personally known to me to be the same person whose name is subscribed on the foregoing instrument as such VICE-PRESIDENT, appeared before me this day in person and being first duly sworn by me, Acknowledge that they signed and delivered the said Instrument as his/her free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 21st Day of MARCH 2002.



My commission expires _____

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, and takings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any responsibility, representation, covenant, undertaking or warranty of the Trustee in this instrument.

LaSalle Bank National Association,
BORROWER: formerly known as LaSalle National Bank
SUCCESSOR TRUSTEE TO *PK

[Signature]
* Columbia National Bank Of Chicago
as Trustee Under Trust Agreement dated October 27, 1992
and known as Trust Number 4175 and not personally

[Signature]
Robert R. Pawelko, Jr.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

LOT 1 IN BLOCK 4 IN ROPPOLO'S LANDMEIER SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 (EXCEPT THE EAST 713.71 FEET THEREOF), IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER, BEING PART OF SECTIONS 6 AND 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ON FEBRUARY 8, 1957 AS DOCUMENT NUMBER 1722183, IN COOK COUNTY, ILLINOIS.

TAX I.D. NUMBER 03-26-305-007-0000.

Property of Cook County Clerk's Office

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