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Cook County Recorder 29.50



0020963274

**MIDAMERICA BANK, fsb, as successor in interest to
MID TOWN BANK AND TRUST COMPANY OF CHICAGO
FOURTH LOAN MODIFICATION AGREEMENT**

Loan Number: 5661722-9004

Modification Fee: \$200.00

Purpose of Modification: To change the Margin over the PRIME Rate from 0.75% to 2.00%; To extend the maturity date from June 7, 2002 to June 7, 2003.

Monthly Payment: Interest only due monthly - Prime + 2.00%

This Fourth Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 15th day of August 2002, but made effective as of June 7, 2002, by and between MIDAMERICA BANK, FSB., SUCCESSOR IN INTEREST TO MID TOWN BANK AND TRUST COMPANY OF CHICAGO ("LENDER") and THE WHARTON GROUP LLC, an Illinois limited liability company, ("BORROWER"), NORTHSTAR TRUST COMPANY, SUCCESSOR TRUSTEE TO MID TOWN BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 20, 1999 A/K/A TRUST NO. 2249 ("TRUSTEE") & PAUL FRANKLIN ("GUARANTOR"), shall affect the property located at 3428 NORTH LINCOLN AVENUE, CHICAGO, IL and legally described as follows:

LOTS 1 AND 2 IN BLOCK 3 IN GROSS NORTH ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHWEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN #'s: 14-19-414-030-0000 and 14-19-414-031-0000

WHEREAS:

MidAmerica Bank, fsb., Successor in interest to Mid Town Bank and Trust Company of Chicago has previously loaned Borrower the principal sum of \$345,000.00 evidenced by a Promissory Note and Mortgage both dated June 7, 1999; said Mortgage having been recorded in the office of Recorder of Deed of Cook County, Illinois as Document Number 99548284 and said Note and Mortgage are incorporated into and made a part of this Modification;

The NOTE is further secured by a Collateral Assignment of the Beneficial Interest in that certain Land Trust which is known as MidAmerica Bank, fsb as successor trustee to Mid Town Bank and Trust Company of Chicago a/t/u Trust Agreement dated April 20, 1999 a/k/a Trust No. 2249 ("ASSIGNMENT OF BENEFICIAL INTEREST") which land trust holds title to the described REAL ESTATE;

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The Note is further secured by a Personal Guaranty ("GUARANTY") dated of even date therewith and executed by the GUARANTOR guaranteeing repayment of the indebtedness evidenced by said NOTE;

Said NOTE and MORTGAGE were modified by a Loan Modification Agreement ("MODIFICATION #1") dated **June 20, 2000**, and recorded in the Recorder's Office of Cook County, Illinois, as document number **00558021** wherein the maturity date as evidenced by the NOTE was amended;

Said NOTE and MORTGAGE were modified by a Loan Modification Agreement ("MODIFICATION #2") dated **June 4, 2001**, and recorded in the Recorder's Office of Cook County, Illinois, as document number **0010633122** wherein the maturity date as evidenced by the NOTE was amended;

Said NOTE and MORTGAGE were modified by a Loan Modification Agreement ("MODIFICATION #3") dated **December 7, 2001**, to be recorded in the Recorder's Office of Cook County, Illinois, wherein the maturity date as evidenced by the NOTE was amended;

The Bank has disbursed to BORROWER the sum of **\$345,000.00** which amount represents the entire principal sum of the indebtedness evidenced by the NOTE;

The maturity date evidenced on said NOTE, as amended by MODIFICATION #3, is **June 7, 2002**;

WHEREAS, the parties hereto for mutual consideration wish to revise the terms of the Promissory Note and Mortgage of said indebtedness;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. It is agreed that as of the date of this Modification, the unpaid principal balance of said indebtedness is **\$345,000.00**.
2. The Maturity Date of the loan shall be changed from **June 7, 2002** to **June 7, 2003**.
3. The Interest Rate on the Note shall be changed to **PRIME + 2.00%**.
4. **THIS NOTE WILL NOT BE SELF-AMORTIZING, AND AT THE MATURITY DATE AS ABOVE STATED A SUBSTANTIAL BALLOON PAYMENT WILL BE DUE. LENDER HAS NOT MADE REPRESENTATIONS OR PROMISES TO BORROWER, EXPRESS OR IMPLIED, THAT THE LENDER WILL EXTEND OR POSTPONE THE DUE DATE OF THIS NOTE OR PROVIDE BORROWER WITH ANY OTHER LOAN OR ALTERNATIVE FINANCING WITH RESPECT TO THE BALLOON PAYMENT DUE ON THE MATURITY DATE.**
5. The Borrower covenants and represents to MidAmerica Bank, fsb, as successor in interest to Mid Town Bank and Trust Company of Chicago that this Modification will not violate the terms of any loan agreement or other agreement affecting the Mortgage Premises and the first mortgage lien interest of MidAmerica Bank, fsb, as successor in interest to Mid Town Bank and Trust Company of Chicago will not be abrogated, subordinated or impaired, either in whole or in part, by virtue of this Modification.
6. It is agreed that all sums owed under the Note will be paid no later than **June 7, 2003** ("Maturity Date") and the Maturity Date under all of the Loan Documents will be deemed **June 7, 2003**. To the extent the terms, conditions and provisions of this Modification Agreement differ from or are inconsistent with the Note, Mortgage or other Loan Documents executed by Borrower, the terms, conditions and provisions of this Modification shall control and govern.

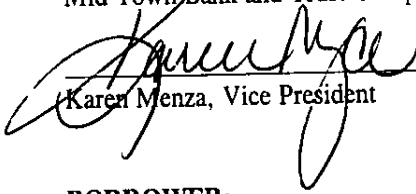
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In all respects, said Promissory Note and Mortgage shall remain in full force and effect, and the undersigned promises to pay said indebtedness as herein stated and to perform all of the obligations of said Mortgage contract, as herein revised.


Executed, sealed and delivered in triplicate this 15th day of Aug., 2002.

LENDER:

MIDAMERICA BANK, fsb., successor in interest to
Mid Town Bank and Trust Company of Chicago:



Karen Menza, Vice President



Garrett E. Buhle, Vice President

BORROWER:

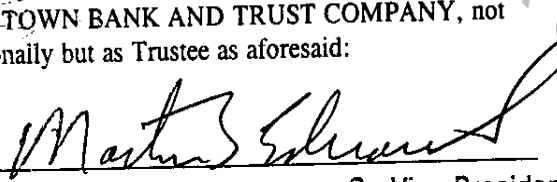
THE WHARTON GROUP, L.L.C.

By 

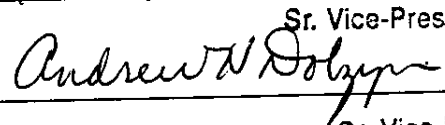
Paul Franklin, Manager

TRUSTEE:

NORTHSTAR TRUST COMPANY, as successor trustee to
MID TOWN BANK AND TRUST COMPANY, not
Personally but as Trustee as aforesaid:

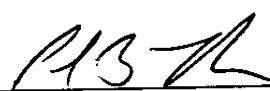
By 

Sr. Vice-President

Attest 

Sr. Vice-President

GUARANTOR:

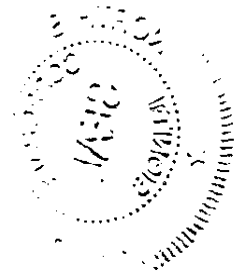
By 

Paul Franklin, Manager

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STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that Karen Menza, personally known to me to be the Vice President of MidAmerica Bank, fsb as successor in interest to Mid Town Bank and Trust Company of Chicago and Garrett E. Buhle, Vice President of said corporation and personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice Presidents they signed and delivered the said instrument as the Vice Presidents of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL THIS 15th DAY OF Aug., 2002.

Notary Public: Carmen M. Rosario

My Commission Expires: 6/29/06



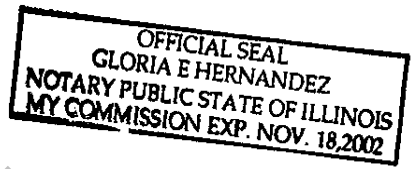
STATE OF ILLINOIS)
) SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that Paul Franklin, Manager of the The Wharton Group, L.L.C. is the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth

GIVEN UNDER MY HAND AND SEAL THIS 15th DAY OF August, 2002.

Notary Public: Gloria E Hernandez

My Commission Expires: 11/18/02



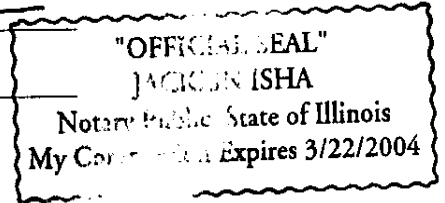
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Sylvia Medina, Land Trust Officer of North Star Trust Company as Successor Trustee to Mid Town Bank and Trust Company of Chicago, an Illinois corporation, and David Rosenfeld, Vice President of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Vice President, 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, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the Vice President did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL THIS 21th DAY OF August, 2002.

Notary Public: Judith Bell

My Commission Expires: 3/22/04



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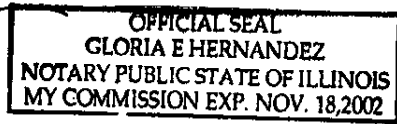
STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that Paul Franklin is the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL THIS 15^F DAY OF August, 2002.

Notary Public: *Gloria E. Hernandez*

My Commission Expires: 11/18/02



Property of Cook County Clerk's Office

THIS INSTRUMENT PREPARED BY:
KENNETH KORANDA, PRESIDENT
MIDAMERICA BANK, fsb
1823 CENTRE POINT CIRCLE, P.O. BOX 3142
NAPERVILLE, ILLINOIS 60566