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2002-11-20 08:39:55
Cook County Recorder 66.50

This Instrument Prepared By and After
Recording Should Be Returned to:
Charter One Bank, N.A.
1215 Superior Avenue, 6th Floor
Cleveland, Ohio 44114
Attn: Commercial Loan Servicing Dept. SU670



LOAN MODIFICATION AGREEMENT

Loan No. 62-1019256

This Modification Agreement (hereinafter referred to as the "Agreement") is entered into by and among CLAUDE E. DEFACCI and ANN MAE DEFACCI (hereinafter collectively referred to as "Borrower"), SUBURBAN BANK & TRUST COMPANY, AS SUCCESSOR TRUSTEE TO ST. PAUL TRUST COMPANY, AS SUCCESSOR TRUSTEE TO BEVERLY TRUST COMPANY UNDER TRUST AGREEMENT DATED AUGUST 26, 1976 AND KNOWN AS TRUST NO. 74-284 (hereinafter referred to as "Grantor"), C/A ENTERPRISES, LTD., an Illinois corporation (hereinafter referred to as "Guarantor"), and CHARTER ONE BANK, N.A., a corporation organized and existing under the laws of the United States of America, formerly known as Charter One Bank, F.S.B., successor by merger to St. Paul Federal Bank for Savings, successor by merger to Beverly National Bank (hereinafter referred to as "Lender").

WITNESSETH:

WHEREAS, Borrower obtained a loan (the "Loan") from St. Paul Federal Bank (hereinafter referred to as "St. Paul Federal") in the original amount of Seventy-Five Thousand Dollars U.S. (\$75,000.00) which loan is evidenced by a promissory note (hereinafter referred to as the "Note") dated February 27, 1997, executed by Borrower; and

WHEREAS, the Note is secured by a mortgage (hereinafter referred to as the "Mortgage") of even date with the Note from Grantor to St. Paul Federal, which Mortgage was recorded on March 27, 1997 at 13:23 as Instrument No. 97210973 of the Official Records of Cook County, Illinois, and covers certain real property located in said County more fully described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, on August 30, 1999, Borrower executed a Change in Terms Agreement (hereinafter referred to as the "Change in Terms Agreement"), which amended the Note in certain respects; and

WHEREAS, on August 30, 1999, Grantor executed a Modification of Mortgage (hereinafter referred to as the "Mortgage Modification"), which amended the Mortgage in certain respects; and

WHEREAS, on August 30, 1999, Guarantor executed a Commercial Guaranty (hereinafter referred to as the "Guaranty"), which guarantees the repayment of the Loan; and

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WHEREAS, Borrower has also executed other documents evidencing, securing and relating to Borrower's obligations concerning the Loan (collectively, such documents together with the Note, the Mortgage, the Change in Terms Agreement, the Mortgage Modification and the Guaranty are referred to herein as the "Loan Documents"); and

WHEREAS, in 1998, St. Paul Federal Bank for Savings became the successor in interest to the Loan by virtue of the merger of Beverly National Bank into St. Paul Federal Bank for Savings; subsequently, Charter One Bank, F.S.B. became the successor in interest to the Loan by virtue of the merger of St. Paul Federal Bank for Savings into Charter One Bank, F.S.B., effective as of October 1, 1999; and on May 7, 2002, Charter One Bank, F.S.B. converted from a federal savings bank to a national banking association and changed its name to Charter One Bank, N.A.; and

WHEREAS, the principal balance outstanding on the Loan, as evidenced by the Note is Fifty-One Thousand Five Hundred Seventy-Two Dollars and Ninety-Four Cents U.S. (~~\$51,572.94~~), after application of all payments due and owing on the Note through July 30, 2002; and ~~\$51,145.25~~ PM STATEMENT ENCLOSED WITH PAYMENT (8-30-02)

WHEREAS, all of the terms, conditions, provision and covenants contained in the Loan Documents are desired by Borrower, Grantor, Guarantor and Lender to be and are hereby incorporated by reference herein as if fully rewritten herein all unchanged except to the extent modified herein.

NOW, THEREFORE, for good and valuable consideration, the mutuality, sufficiency and receipt of which is hereby acknowledged, Borrower, Grantor, Guarantor and Lender agree as follows:

1. THE LOAN DOCUMENTS:

The Note and the Mortgage shall be amended as follows:

INTEREST RATE. On August 30, 2002, the rate of interest hereon shall change to be equal to seven and one-half percent (7.50%) per annum. Interest shall be computed on the aggregate principal balance outstanding from time to time, on a basis of a three hundred sixty (360) day year, but shall be charged for the actual number of days within the period for which interest is being charged.

REPAYMENT. Principal and Interest shall be payable in monthly installments as follows: Beginning on September 30, 2002, and continuing on the last day of each and every calendar month thereafter up to and including November 30, 2010 (the "Maturity Date"), Borrower shall pay to the order of Lender monthly installments of principal and interest in the amount of Six Hundred Ninety-Eight Dollars and Nine Cents U.S. (\$698.09). In any event, if not sooner paid, on the Maturity Date, Borrower shall pay to Lender the unpaid principal balance then outstanding under the Note in full, together with all accrued but unpaid interest and other sums due Lender under the Note or any of the Loan Documents.

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CONFESSION OF JUDGMENT. The Borrower and Guarantor hereby irrevocably authorize and empower any attorney-at-law to appear in any court of record and to confess judgment against Borrower and Guarantor for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, plus attorneys' fees as provided in the Note, plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of the Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on the Note have been paid in full.

2. PRIORITY OF MORTGAGE.

The Mortgage shall in all respects as of the date of recording of this Agreement be a valid and existing first mortgage lien covering the Property (less any part thereof previously released by Lender), and such priority of the Mortgage shall be evidenced by an ALTA Mortgagee's policy of title insurance acceptable to Lender in all respects.

3. MODIFICATION FEE.

Borrower shall pay to Lender, on or before the date hereof, a loan modification fee equal to Five Hundred Dollars U.S. (\$500.00). Borrower shall also pay any and all charges incurred by Lender in connection with the recording of this Agreement.

4. RECORDING; EFFECTIVE DATE.

This Agreement shall be effective upon its recording by Lender in the Mortgage Records of Cook County, Illinois, provided that the requirements of Paragraphs 2 and 3 of this Agreement have been satisfied in Lender's sole determination.

5. REPRESENTATIONS AND WARRANTIES; RESOLUTIONS.

To induce Lender to execute this Agreement, Borrower and, for and on behalf of itself, hereby represents, covenants and warrants to Lender that C/A Enterprises, Ltd. is an Illinois corporation duly organized and validly existing under the laws of the State of Illinois, and it has full power and authority to conduct its business as presently conducted, to execute this Agreement, and to perform all of its duties and obligations under this Agreement and each of the Loan Documents. Upon the execution hereof by Borrower, this Agreement shall constitute legal, valid and binding obligations of Borrower enforceable in accordance with its terms. Such execution and performance has been duly authorized by all necessary corporate resolutions, which corporate resolutions have been provided to and approved by Lender.

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6. HEADINGS.

Paragraph or other headings contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.

7. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement among the parties hereto concerning the subject matter hereof, and there are no agreements, understandings, warranties, or representations among the parties except as specifically set forth in or specifically referenced in this Agreement. The terms, conditions, provisions and covenants of the Note, the Change in Terms Agreement, the Mortgage, the Modification of Mortgage, and the Guaranty shall remain unchanged except to the extent specifically modified hereby.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, permitted transferees and assigns.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in triplicate on 8-30-, 2002.

BORROWER:

CLAUDE E. DEFACCI, an Individual

Ann Mae De Facci
ANN MAE DEFACCI, an Individual

GRANTOR:

**SUBURBAN BANK & TRUST COMPANY, AS
SUCCESSOR TRUSTEE TO ST. PAUL TRUST
COMPANY, AS SUCCESSOR TRUSTEE TO BEVERLY
TRUST COMPANY, UNDER TRUST AGREEMENT
DATED AUGUST 26, 1976, AND KNOWN AS
TRUST NO. 74-284**

By:

Rosemary Mazur
ROSEMARY MAZUR, its Vice President

GUARANTOR:

C/A ENTERPRISES, LTD., an Illinois corporation

By:

Claude Defacci, its

PRESIDENT

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LENDER:
CHARTER ONE BANK, N.A.

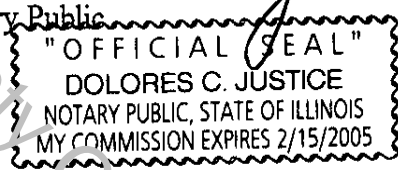
By: Donald L. Baker
DONALD L. BAKER
SENIOR VICE PRESIDENT
CHARTER ONE BANK, N.A.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, personally appeared the above-named CLAUDE E. DEFACCI and ANN MAE DEFACCI, husband and wife, who acknowledged that they each did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at _____, this 30th day of AUGUST, 2002.

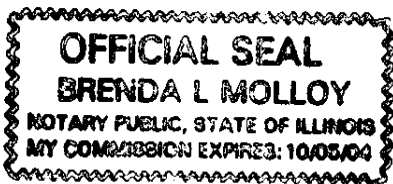
Dolores C. Justice
Notary Public



STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, personally appeared the above-named SUBURBAN BANK & TRUST COMPANY, AS SUCCESSOR TRUSTEE TO ST. PAUL TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LEVERLY TRUST COMPANY UNDER TRUST AGREEMENT DATED AUGUST 26, 1976 AND KNOWN AS TRUST NO. 74-284, by ROSEMARY MATZUR, its Vice President, who acknowledged that he did sign the foregoing instrument for and on behalf of said trust, and that the same is the free act and deed of said Trust, and the free act and deed of him personally and as such officer of the Trustee of the Trust.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at DAR LANA, Illinois, this 3rd day of SEPTEMBER, 2002.



Brenda L. Molloy
Notary Public

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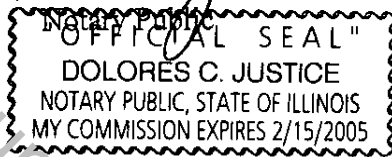
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STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

Before me, a Notary Public in and for said County ^{CO} and State, personally appeared the above-named C/A ENTERPRISES, LTD., by Claude ~~E.~~ Defacci, its PRESIDENT, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at _____, this 30th day of August, 2002.

Dolores C. Justice



STATE OF Ohio)
) ss.
COUNTY OF Cuyahoga)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Charter One Bank, N.A., by Donald L. Baker, its Sr. Vice President who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Cleveland, Ohio, this 6th day of September, 2002.

Holly H. Hagemeister
Notary Public

HOLLY H. HAGEMEISTER
Notary Public, State of Ohio
My Commission Expires March 12, 2008

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EXHIBIT A

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in COOK County, State of Illinois:

LOTS 21 AND 22 IN BLOCK 3 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1,2,3 AND 6 OF KRUEGER'S SUBDIVISION OF THE NORTH EAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 11958 SO. PAULINA AVE., CALUMET PARK, IL 60827.
The Real Property tax identification number is 25-30-203-044-0000 AND 25-30-203-037-0000.

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CC III. LOAN SVC

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