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Prepared By and Mail To:

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2002-11-27 09:45:47
Cook County Recorder 32.00

CoVest Banc, National Association
Attn: Marina Reznik
770 W. Dundee Road, 2nd Floor
Arlington Heights, IL 60004



CS
A0019033

WITNESSETH:

MODIFICATION TO MORTGAGES AND NOTES

This Modification to Mortgages and Notes entered into this 1st day of November, 2002, by and between, Cameel Halim ("Borrower") and CoVest Banc, National Association ("Mortgagee").

WHEREAS, Borrower made, executed and delivered certain Notes dated July 13, 1998 in the principal amounts of One Million Two Hundred Twenty Thousand & 00/100 (\$ 1,220,000.00) (Loan No: 300208-1), One Million One Hundred Eighty Thousand & 00/100 (\$ 1,180,000.00) (Loan No: 300208-3), One Million Seventy Two Thousand & 00/100 (\$ 1,072,000.00) (Loan No: 300208-4), Nine Hundred Seventy Six Thousand & 00/100 (\$ 976,000.00) (Loan No: 300208-5), Five Hundred Sixty Thousand & 00/100 (\$ 560,000.00) (Loan No: 300208-6), and which Notes are secured by Mortgages dated July 13, 1998, which were recorded on July 14, 1998 as Document Numbers: 98606535, 98606528, 98606537, 98606530, and 98606532 in the Office of the Recorder of Deeds, Cook County, Illinois, and also Assignments of Rents dated July 13, 1998, which were recorded on July 14, 1998 as Document Numbers: 98606536, 98606529, 98606538, 98606531, and 98606533 in the Office of the Recorder of Deeds, Cook County, Illinois (see Exhibit "A" attached for legal descriptions); and

WHEREAS, the principal amounts of \$1,132,304.69 (Loan No: 300208-1), \$1,095,179.96 (Loan No: 300208-3), \$994,943.39 (Loan No: 300208-4), \$905,843.83 (Loan No: 300208-5), and \$519,408.50 (Loan No: 300208-6) remain unpaid on the Notes as of the date hereof; and

WHEREAS, Borrower has requested Mortgagee to modify the loans ("Loans") evidenced by the Mortgages and Notes; and

WHEREAS, Borrower has requested and Mortgagee has agreed to modify the Mortgages and Notes on the terms and conditions set forth herein; and

WHEREAS, Borrower recognizes and affirms that the lien of the aforesaid Mortgages held by Mortgagee are valid and existing liens on the real property located in Cook County, State of Illinois, legally described in Exhibit "A" attached hereto and incorporated by reference herein ("Premises").

BOX 333-CT

300208-1,3,4,5,6

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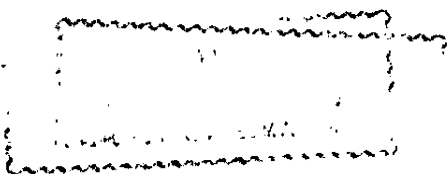
NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. The foregoing recitals are incorporated by this reference as if fully set forth herein.
2. Borrower hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Mortgages and Notes to be performed by Borrower therein at such time and in such manner in all respects as provided therein and to be bound by all the terms and provisions of said Mortgages and Notes as modified hereby.
3. The Mortgages and Notes shall be modified to provide as follows:
 - (i) There shall be no floor or ceiling rates.
4. Borrower agrees that all references in the Notes and in this document to the "Mortgages", "Trust Deeds" or "Security Instruments" shall be deemed to be references to the Mortgages as modified hereby, and Borrower further agrees, recognizes and affirms that the Mortgages are hereby supplemented and modified to secure the Notes as modified hereby.
5. Borrower agrees that all references in the Mortgages to the "Notes" shall be deemed to be references to the Notes as modified hereby.
6. Except as herein modified, the terms and covenants of the Mortgages and Notes shall remain in full force and effect.
7. Borrower represents and warrants to Mortgagee that there are no mortgages or subsequent liens presently outstanding against the Premises other than the aforementioned Mortgages.
8. The Premises shall remain in all respects subject to the lien, charge and encumbrance of the Mortgages and nothing done pursuant hereto shall affect or hinder the conveyance affected by the Mortgages except as expressly provided herein; provided, further, that the parties hereto expressly agree that the lien of the Mortgages is a valid and existing lien on the Premises, and execute this Agreement on the express condition that the execution of this Modification to Mortgages and Notes will not impair the lien of said Mortgages, and that upon a breach of said condition, that this Agreement will not take effect and shall be void.
9. This Modification to Mortgages and Notes, together with the original Mortgages and Notes, shall constitute the terms and conditions of the Mortgages and the Notes and shall be binding upon Borrower and its successors and assigns.
10. This Modification and the terms contained herein shall become effective on November 1, 2002.

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EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL 1 :

LOTS 27, 28, 29 AND 30 IN BLOCK 6 IN BRUMMEL AND CASE HOWARD TERMINAL ADDITION, A SUBDIVISION OF ALL THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE SOUTHEAST $\frac{1}{4}$ CORNER OF THE NORTHWEST $\frac{1}{4}$. THENCE NORTH ON THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION, 19.65 CHAINS; THENCE WEST 19 CHAINS TO INTERSECTION WITH CENTER LINE OF RIDGE ROAD; THENCE SOUTH 5 DEGREES 0 MINUTES EAST ON THE CENTER LINE OF RIDGE ROAD TO THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$; THENCE EAST ON THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF NORTHWEST $\frac{1}{4}$ 14.99 CHAINS TO PLACE OF BEGINNING, (EXCEPT PUBLIC STREETS HIGHWAYS) IN COOK COUNTY, ILLINOIS.

PARCEL 2 :

LOTS 8, 9, 10 AND 11 IN BLOCK 3 IN NILES HOWARD TERMINAL ADDITION, BEING A SUBDIVISION OF THE SOUTH 6.25 CHAINS (412 $\frac{1}{2}$ FEET) OF THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 30 TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWEST RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 3 :

LOTS 1 AND 2 IN BLOCK 2 IN OSBORN AND SKILMAN'S SUBDIVISION OF THE SOUTH 12 $\frac{1}{2}$ ACRES OF LOT 9 IN ASSESSOR'S DIVISION OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4 :

LOTS 10, 11, 12 AND 13 IN BLOCK 2 IN NILES HOWARD TERMINAL ADDITION, BEING A SUBDIVISION OF THE SOUTH 6.25 CHAINS (412 $\frac{1}{2}$ FEET) OF THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 30 TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWEST RAILROAD, IN COOK COUNTY, ILLINOIS.

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PARCEL 5 :

LOT 6 IN BLOCK 2 IN GREEN AND HUBBARD'S SUBDIVISION OF THE NORTH
12/46 ACRES OF LOT 9 IN ASSESSOR'S DIVISION OF THE SOUTH ½ OF THE
SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER

11-30-120-027-0000; 11-30-211-006-0000; 11-19-319-011-0000;
11-19-319-012-0000; 11-30-210-015-0000; 11-19-320-003-0000.

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