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0030032341

AMENDMENT TO BALLOON NOTE AND TRUST DEED

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2003-01-08 10:20:01
Cook County Recorder 28.50

Chicago, Illinois



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THIS INDENTURE, made November 1, 2002 between Chicago Title Land Trust Company, an Illinois Corporation. Successor Trustee to the Chicago Trust Company, an Illinois Corporation, not personally but as Trustee under Trust Agreement dated March 12, 1998, also known as Trust No. 1105656

herein referred to as First Party and OAK BANK, f/k/a Oak Trust and Savings Bank, an Illinois Banking Corporation, herein referred to as Second Party,

THAT WHEREAS, First Party is the obligor on a Balloon Note, dated March 31, 1998, ~~xxxxxxx~~, in the amount of \$ 300,000.00 with a current unpaid balance of \$ 268,975.27 which Note bears interest at the rate of 8.380% percent per annum, matures May 1, 2003 as amended _____, and is secured by a Trust Deed recorded by the Recorder of Deeds of Cook County, Illinois as Document No. 98292165 which Mortgage pertains to the following described Real Estate:

LOT 2 IN ASSESSOR'S DIVISION OF LOTS 2 TO 8, INCLUSIVE, IN BLOCK 14 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, WEST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-09-239-024-0000

Address: 534 N. Clark Street, Chicago, Illinois

THAT WHEREAS, First Party has requested Second Party who is the holder of said Note

1. To lower the interest rate from 8.380% per annum to 6.00% per annum,
2. Extend the maturity date to November 1, 2007,
3. Payments of principal and interest due the first day of each month beginning December 1, 2002 shall read \$2,149.29.

NOW THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by First Party to Second Party, receipt of which is hereby acknowledged, the parties hereunto agree to amend said Balloon Note and related Mortgage as follows:

1. The interest rate shall read "6.00% per annum" from "8.380% per annum",
2. The maturity date shall be November 1, 2007,
3. Payments of principal and interest due the first day of each month shall be \$2,149.29 beginning December 1, 2002.

The following paragraph is deleted from the Note:

"Additional principal payments may be made in advance of maturity without payment of premium. Such additional principal payments shall be applied to the final instalment of the Note until fully paid and thereafter on the instalments in the inverse order of their maturity."

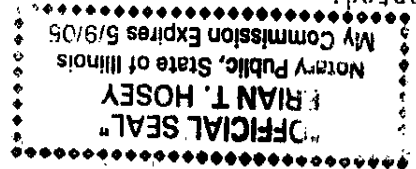
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FOR VALUE RECEIVED, THE UNDERSIGNED GUARANTORS HEREBY CONSENT TO THE ABOVE AMENDMENTS AND ACKNOWLEDGE THE CONTINUATION OF THEIR GUARANTIES AS STATED IN THE ORIGINAL GUARANTY.

By: Roy E. Curran, Exec. Vice President

OAK BANK
1000 N. RUSH STREET
CHICAGO, ILLINOIS 60611

Accepted:
OAK BANK
f/k/a Oak Trust and Savings Bank



[Signature]
NOTARY PUBLIC

Given under my hand and notarial seal this 19th day of November, 2002.

and who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such ~~and~~ ~~appeared before me~~ ~~this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said ~~and~~ ~~as Trustee as aforesaid, for the uses and purposes therein set forth; and the said~~ ~~acknowledged that he/she, as custodian of the corporate seal of said~~ ~~did affix the corporate seal of said~~ ~~to said instrument as his/her~~ ~~own free and voluntary act and as the free and voluntary act of said~~ ~~as Trustee as aforesaid, for the uses and purposes therein set forth.~~~~

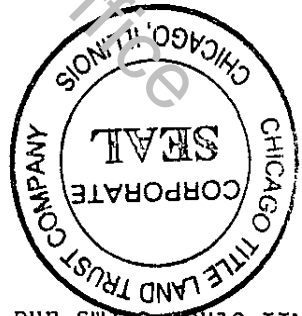
I, the Undersigned, a Notary Public in and for the State aforesaid, DO HEREBY CERTIFY THAT LYNDA S. BARRIE ASST VICE PRESIDENT of CHICAGO TITLE LAND TRUST COMPANY Trustee,

State of Illinois }
County of Cook } ss

pursuant to corporate by-laws.

Attest: Attestation not required

By: [Signature]
ASST VICE PRESIDENT



Chicago Title Land Trust Company, an Illinois Corporation, Successor Trustee as aforesaid, not personally but as Trustee under Trust Agreement dated March 12, 1998 and known as Trust No. 1105656

All other terms and conditions of said Instrument Note and Trust Deed remain unchanged. "A prepayment premium of an amount equal to three months interest on the principal balance being prepaid will apply in order to compensate payee for the reduced yield it will suffer in reinvesting the proceeds in risk-free securities. The above stated prepayment premium shall be applicable whether said payment is made voluntarily or involuntarily pursuant to an event of default and acceleration of the maturity date."

The following paragraph is hereby added to the Note:

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**EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY,
AS TRUSTEE**

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Chicago Title Land Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

County Clerk's Office