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LOAN MODIFICATION AGREEMENT

[Handwritten signatures and initials]

THIS LOAN MODIFICATION AGREEMENT made as of this 15th day of December, 1993 by and between TCF BANK ILLINOIS fsb, formerly known as Peerless Federal Savings Bank f/k/a Peerless Federal Savings and Loan Association (the "Lender") and MEHER PERVEEN (the "Borrower").

WITNESSETH:

RECORDING
TRAN 3084 12/29/93 15:59:00 \$45.50
* -03-076744
COOK COUNTY RECORDER

WHEREAS, Borrower is the fee simple title owner in and to certain real property located within the County of Cook and State of Illinois, which property is more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter the "Property"), together with all improvements situated thereon and all personal property located on and used in the operation of the Property; and

WHEREAS, to evidence a certain secured mortgage loan made to Borrower by Lender (the "Loan"), Borrower executed and delivered that certain Note dated August 18, 1988, payable to Lender, in the original principal amount of TWO HUNDRED THIRTY SIX THOUSAND TWO HUNDRED FIFTY and 00/100 DOLLARS (\$236,250.00) together with interest thereon at the rate therein stated (the "Note") and as security therefore, Borrower executed and delivered the following documents in favor of Lender:

- (1) Mortgage, dated August 18, 1988, executed by Borrower in favor of Lender and recorded with the Recorder of Deeds of Cook County Illinois on August 29, 1988 as Document No. 88391756 (the "Mortgage"); and
- (2) Assignment of Leases, dated of even date with the Mortgage and attached thereto, executed by Borrower in favor of Lender (the "Assignment");

all the foregoing being herein referred to as (the "Security Documents"); and

WHEREAS, Borrower has defaulted on the Loan by reason of Borrower's failure to pay installments in full as due under the Loan and Borrower's failure to maintain insurance coverage on the Property; and

WHEREAS, due to the defaults by Borrower, Lender has provided due notice of acceleration of the Loan and instituted suit for mortgage foreclosure under Case No. 93 CH 9939, pending in the Circuit Court of Cook County, Illinois (the "Lawsuit"); and

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WHEREAS, Borrower has requested that, in view of the default and acceleration of the Loan, Lender accept a reinstatement and modification of the Loan, and Lender is willing to accept such a reinstatement and modification, but only upon the terms and conditions hereinafter set forth; and

WHEREAS, Borrower acknowledges and represents to Lender, upon which representations Lender has relied in entering into and performing this Agreement, that the present outstanding principal balance of the Loan, as of November 30, 1993, is ONE HUNDRED NINETY SEVEN THOUSAND ONE and 54/100 Dollars (\$197,001.54).

NOW WHEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, including the reinstatement of the Loan, the receipt and adequacy of which are hereby mutually acknowledged, Borrower and Lender do hereby covenant and agree as follows:

1. REINSTATEMENT PAYMENTS AND OTHER CHARGES

- A. Concurrent with execution of this Agreement by Borrower, Borrower shall pay to Lender a sum of \$9,045.08 which sum represents payment of accrued interest to December 1, 1993.
- B. Concurrent with execution of this Agreement by Borrower, Borrower shall pay to Lender a sum of \$4,380.97 which sum represents principal reduction on the outstanding balance of the Loan.
- C. Concurrent with execution of this Agreement by Borrower, Borrower shall pay to Lender a sum of \$9,105.85 which sum represents payment of tax and insurance escrow due through the date of December 1, 1993.
- D. Concurrent with execution of this Agreement by Borrower, Borrower shall pay to Lender all costs and expenses incurred in connection with the Lawsuit and in the preparation of this Agreement including without limitation all recording and title expenses, attorney fees and other charges, which sum equals \$4,053.60.
- E. It is acknowledged by Borrower and Lender that the sum of \$3,582.34 in unapplied funds is on account with Lender to the credit of Borrower. Giving credit to Borrower for said unapplied funds, the total sum of \$23,003.16 is due to Lender via certified or cashiers check on December 15, 1993 before reinstatement will be accepted by Lender.

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2. MODIFICATION OF MATURITY DATE

Upon Lender's receipt of the reinstatement payment sum and other charges to be paid in accordance with paragraph 1 above, together with an executed original of this Agreement, the loan will be reinstated and the maturity date of the Loan shall be modified to December 1, 1996.

3. AMORTIZATION, INTEREST RATE AND MONTHLY PAYMENTS

Following the execution of this Agreement and reinstatement of the Loan, the outstanding principal indebtedness of \$192,620.57 shall be amortized on the basis of a 15 year amortization schedule. The interest rate of the Loan shall be modified to eight percent (8.0%) per annum. Monthly payments of principal and interest shall be due in installments of TWO THOUSAND SIX HUNDRED EIGHTY FIVE and 21/100 Dollars (\$2,685.21) beginning on the first (1st) day of January, 1994 and each successive month thereafter until fully paid on or before the maturity date. The monthly installment payment of \$2,685.21 comprises \$1,840.78 in principal and interest based upon the remaining principal indebtedness at reinstatement amortized at 8% over a fifteen year term and the sum of \$844.43 as a special improvements reserve payment. All payments received shall be applied first to interest and the balance to principal; provided however that the sum of \$844.43 from each payment shall be retained by Lender in a special reserve account established and available for draw by Borrower to pay for capital improvements to the Property in accordance with paragraph 4 below. In addition, Borrower shall make payments sufficient to fund tax and insurance escrow, which escrow payment shall initially be equal to \$1,821.17 monthly and which amount may be adjusted as necessary to maintain sufficient funds available to pay real estate taxes and insurance premiums relating to the Property as same become due.

4. IMPROVEMENTS RESERVE ACCOUNT

The sum of \$844.43 from each monthly installment shall be reserved by Lender in a special reserve account (the "Improvements Reserve Account") which may be made available to Borrower for purposes of paying for capital improvements to the Property. Such capital improvements may be made by Borrower and, in Lender's discretion, Lender may provide funds to reimburse Borrower from the Improvements Reserve Account. It is acknowledged by Borrower that the Lender shall be under no obligation to advance or remit sums from the Improvements Reserved Account unless Borrower has obtained Lender's prior written approval for the subject improvements and Borrower shall have first provided satisfactory lien waivers, warranties, and other evidence satisfactory to the Lender that the work was performed in a good, workmanlike and lien-free manner. For purposes of this Agreement the term "capital improvements" shall mean, painting, tuckpointing, replacement of fixtures at the Property, and improvements of a substantial character. Requested

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withdrawals from the Improvements Reserve Account shall not exceed the sum therein available from time to time, shall be applied for by Borrower in sums not less than \$2,500.00 and no more than four (4) withdrawals per calendar year may be requested by Borrower. At maturity of the Loan or upon default by the Borrower, the Improvements Reserve Account may be applied by the Lender, at its discretion, to the sums then due and owing under the Loan. No interest shall accrue or be payable on any sums held by Lender in the Improvements Reserve Account. The Improvements Reserve Account may be commingled and administered with any other escrow or reserve account maintained by Lender.

5. DEFAULT RATE

Upon the occurrence of the Event of Default (as hereinafter defined) or other default under the Note, Mortgage or Security Documents, which default remains uncured after any applicable notice or cure period, the interest rate of the Loan chargeable on the outstanding principal balance thereof shall be fourteen percent (14%) per annum.

6. BALLOON PAYMENT

At the maturity date of December 1, 1996 the entire principal balance of the Loan then outstanding together with any accrued and unpaid interest or other charges shall be due and payable in full. THE LOAN AS HEREBY REINSTATED AND MODIFIED PROVIDES FOR A BALLOON PAYMENT AT DECEMBER 1, 1996. IT IS NOT THE INTENT OF LENDER TO GRANT ANY FURTHER EXTENSION OF THE LOAN BEYOND THE MATURITY DATE HEREIN PROVIDED.

7. COVENANTS, WARRANTIES AND REPRESENTATIONS

- A. Borrower agrees that if she shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code (BK Code), or in the event that any involuntary petition is filed against Borrower under any section or chapter of the Bankruptcy Code, Lender shall thereupon be entitled, subject to court approval, to immediate relief from any automatic stay imposed by Section 362 of the Bankruptcy Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Lender as provided herein, in the Note and Security Documents, and as otherwise provided at law or in equity; and
- B. Lender warrants and represents to Borrower that it is the holder of the Note and is the lender pursuant to the Security Documents and has full power and authority to enter into this Agreement and that the person executing this Agreement on behalf of Lender has the authority to do so; and

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- C. Borrower hereby releases and forever discharges Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors, and assigns and all persons, firms, corporations, and organizations in its behalf of and from all damage, loss, claims, demands, liabilities, obligations, actions, and causes of action whatsoever which Borrower may now have or claim to have against Lender as of the date of this Agreement, and whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of, or founded upon the Note and Security Documents, including but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise as consequence of the dealings between Borrower and Lender up to and including the effective date of this Agreement; and
- D. Borrower has the power, capacity and authority to execute and deliver this Agreement to Lender, and has done so freely and voluntarily, with full knowledge and without duress; and
- E. Borrower has not transferred, by sale, assignment, or otherwise, to any person, partnership, corporation, or other entity, all or any part of any right, title, or interest which it may have in and to the Property prior to the date hereof other than pursuant to the Security Documents; and
- F. Borrower warrants and represents that there are no contracts for deed, land contracts, or other executory agreements whatsoever for the sale, conveyance, or transfer of any part or all of the Property or any interest therein; and
- G. Borrower warrants and represents that she had not received any notice with respect to, and there are no violations of any past or present covenants, conditions, and restrictions of record or governmental regulations, zoning, or other ordinances, statutes, codes, or orders of any type, formal or informal, with respect to the Property which may affect the operation, development, or use thereof, including, without limitation, all federal, state, and local statutes, regulations, codes, or orders regarding environmental, health, and safety matters; and
- H. Borrower agrees that she shall, within 10 days of the date of this Agreement, fully satisfy and obtain release of those liens recorded against the Property as Document No. 90337846 in favor of the City of Chicago and Document No. 89426996 in favor of Peoples Gas, Light and Coke Co.

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- I. Within 60 days following reinstatement, Lender shall cause the Lawsuit to be dismissed by stipulation with leave to reinstate in the event of default by Borrower under the terms of this Agreement or the Security Documents.

8. EVENTS OF DEFAULT

Notwithstanding the provisions of this Agreement, all obligations of Lender hereunder shall be immediately terminated and Lender shall have the rights and remedies set forth in the Mortgage, the Security Documents and hereunder upon the happening of any one or more of the following events (hereinafter "Events of Default"):

- A. Nonpayment of the sums due under the Note, as modified hereby, as and when due; and
- B. Nonpayment of the loan balance on or before the maturity date; and
- C. The filing against the Borrower, of an involuntary petition under the Bankruptcy Act or any similar statute for adjudication as a bankrupt or for reorganization under Chapter XIII or Chapter XI and the Borrower's failure to obtain the dismissal of any such petition filed against him within thirty (30) days of such filing; and
- D. Default by Borrower in the performance of any non-monetary obligation, term or condition of this Agreement or the Note and Security Documents as reasonably determined by the Lender, and said default shall continue uncured for fifteen (15) days after written notice from Lender which specifies said non-monetary default; and
- E. The voluntary filing by Borrower of a petition under the Bankruptcy Act or any similar statute for adjudication as a bankrupt or for reorganization; and

9. REMEDIES

Upon the happening of any one or more of the Events of Default, Lender shall have the absolute right to take one or more of the following acts, all without notice to Borrower:

- A. Proceed to foreclose the Mortgage by reinstatement of the Lawsuit or, at Lender's discretion, the institution of a new and separate foreclosure action; and

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- B. Exercise any other rights, privilege or remedy available to Lender as provided by law or the Security Documents; and
- C. All remedies of Lender provided for herein are cumulative and shall be in addition to any and all other rights and remedies provided by law. The exercise of any right or remedy by Lender hereunder shall not in any way constitute a cure or waiver of default hereunder or under the Mortgage, or invalidate any act done pursuant to any notice of default, or prejudice Lender in the exercise of any of its rights or under the Mortgage, unless, in the exercise of said rights, Lender realizes all amounts owed to it under the Note, and all other Security Documents; and
- D. Borrower waives all defenses, counterclaims or actions whatsoever that they may have as of the date hereof as to Lender exercising any of the remedies set forth herein; and
- E. BORROWER HEREBY AGREES THAT, IN THE EVENT THAT SHE SHALL (i) FILE WITH ANY BANKRUPTCY COURT OF COMPETENT JURISDICTION OR BE THE SUBJECT OF ANY PETITION UNDER TITLE 11 OF THE U.S. CODE, AS AMENDED, (ii) BE THE SUBJECT OF ANY ORDER FOR RELIEF ISSUED UNDER SUCH TITLE 11 OF THE U.S. CODE, AS AMENDED, (iii) FILE OR BE THE SUBJECT OF ANY PETITION SEEKING ANY REORGANIZATION, ARRANGEMENT, COMPOSITION, READJUSTMENT, LIQUIDATION, DISSOLUTION, OR SIMILAR RELIEF UNDER ANY PRESENT OR FUTURE FEDERAL OR STATE ACT OR LAW RELATING TO BANKRUPTCY, INSOLVENCY, OR OTHER RELIEF FOR DEBTORS, (iv) HAVE SOUGHT OR CONSENTED TO OR ACQUIESCED IN THE APPOINTMENT OF ANY TRUSTEE, RECEIVER, CONSERVATOR, OR LIQUIDATOR, (v) BE THE SUBJECT OF ANY ORDER, JUDGMENT, OR DECREE ENTERED BY ANY COURT OF COMPETENT JURISDICTION APPROVING A PETITION FILED AGAINST SUCH PARTY FOR ANY REORGANIZATION, ARRANGEMENT, COMPOSITION, READJUSTMENT, LIQUIDATION, DISSOLUTION, OR SIMILAR RELIEF UNDER ANY PRESENT OR FUTURE FEDERAL OR STATE ACT OR LAW RELATING TO BANKRUPTCY, INSOLVENCY, OR RELIEF FOR DEBTORS, LENDER SHALL THEREUPON BE ENTITLED TO RELIEF FROM ANY AUTOMATIC STAY IMPOSED BY SECTION 362 OF TITLE 11 OF THE U.S. CODE, AS AMENDED, OR OTHERWISE, ON OR AGAINST THE EXERCISE OF THE RIGHT AND REMEDIES OTHERWISE AVAILABLE TO TCF AS PROVIDED IN THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN BORROWER AND LENDER.

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10. NOTICE

Any notice which is or may be given to Borrower or Lender shall be in writing and shall be hand-delivered or sent by reputable courier service, or by postage pre-paid registered or certified mail, return receipt requested, and shall be deemed given (i) when received at the following addresses if hand delivered or sent by reputable courier service, and (ii) three (3) business days after being postmarked and addressed as follows if sent by registered or certified mail, return receipt request:

If to Lender:

TCF Bank Illinois fsb
1420 Kensington Road
Suite 300
Oak Brook, IL 60521
Attn: Jeffrey Doering

With a copy to:

Anthony J. Nasharr III
Gregorio & Nasharr
Two North LaSalle
Suite 1610
Chicago, IL 60602

If to Borrower:

Meher Perveen

6546 N. Sauganash
Lincolnwood, IL 60466

and

6307 N. Fairfield
Chicago, IL 60659

11. MISCELLANEOUS

- A. The recitals set forth at the beginning of this Agreement are deemed incorporated herein, and Borrower represents that the same are true and correct. The representations, warranties, covenants, acknowledgments and agreements, contained in this Agreement shall survive the closing of this transaction.
- B. This Agreement is made in the State of Illinois and shall be construed in accordance with the law thereof. If any provision hereof is in conflict with any statute or rule of law of the State of Illinois or is otherwise unenforceable, such provision shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from and shall not invalidate any other provision of this Agreement.
- C. It is understood and agreed that this Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original, and all of such counterparts, taken together, shall constitute one and the same agreement, even though Borrower and Lender may not have executed the same counterpart of this Agreement.

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- D. This Agreement may not be amended or modified except in writing executed by Borrower and Lender.
- E. Borrower acknowledges that she has thoroughly read and reviewed the terms and provisions of this Agreement and the Exhibits attached hereto and she is familiar with the terms hereof; that the terms and provision contained herein have been thoroughly read by Borrower and is clearly understood and fully and unconditionally consented to by her; that she has had full benefit and advice of counsel of their own selection or the opportunity to obtain the benefit and advice of counsel of her own selection, in regard to understanding the terms, meaning, and effect of this Agreement; that her execution of this Agreement is done freely, voluntarily, with full knowledge, and without duress, and that in executing this Agreement, Borrower has relied on no other representations, either written or oral, express or implied, made to it by Lender or any other party; and that the consideration received by it hereunder has been actual and adequate.
- F. Lender and Borrower each acknowledge that there are no other agreements or representations, either oral or written, express or implied, that are not embodied in this Agreement, and this and all Exhibits attached or to be attached hereto and thereto represent a complete integration of all prior and contemporaneous agreements and understandings of Lender and Borrower, and that all such agreements, understandings, and documents, except for the Note, the debt evidenced thereby and the Security Documents executed in connection therewith, are hereby modified by this Agreement; provided, however, that except as expressly modified herein the Note and all Security Documents remain in full force and affect in accordance with all terms and conditions thereof.
- G. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender, their respective successors, assigns, grantees and legal representatives, and no other party shall be a beneficiary hereunder.
- H. Borrower hereby acknowledges that the Property is commercial investment property and is not the residence of the Borrower and Borrower further agrees that she waives all rights of redemption and homestead afforded by the laws of the State of Illinois.

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IN WITNESS WHEREOF, Borrower and Lender have caused this Agreement to be executed as of the day and year just written above.

Lender:

TCF BANK ILLINOIS fsb,
a federal savings bank

By: J. T. Downing
Name: J. T. Downing
Title: Assistant Vice President

Borrower:

Méher Perveen
Méher Perveen

Attest: [Signature]
Name: Michael C. Spisler
Title: County Clerk

THIS DOCUMENT WAS PREPARED BY
AND UPON RECORDING RETURN TO:

Anthony J. Nasharr III
Gregorio & Nasharr
2 N. LaSalle Street, #1010
Chicago, IL 60602

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

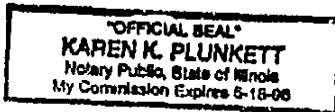
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Michael C. Spitzer personally known to me to be the Senior President of TCF BANK ILLINOIS fsb, a federal savings bank, and J.T. Doering, personally known to me to be the Asst. Vice Pres. of said savings bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument pursuant to authority, as their free and voluntary act, and as the free and voluntary act and deed of said savings bank, for the uses and purposes therein set forth.

Given under my hand and official seal this 16th day of December, 1993.

My Commission Expires:

5-15-96

Karen K. Plunkett
Notary Public

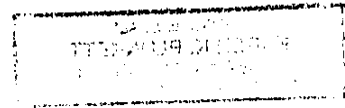


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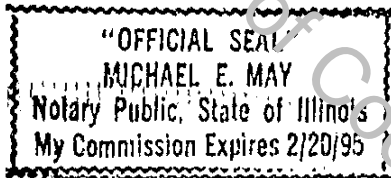
STATE OF ILLINOIS)
) SS
COUNTY OF ^{DuPage} C-O-C-K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that MEHER PERVEEN known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she 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 official seal this 15th day of December, 1993.

My Commission Expires:

Michael E. May
Notary Public



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EXHIBIT A

Legal Description

LOT 20 IN BLOCK 3 IN THOMAS J. GRADY'S 6TH GREEN BRIAR ADDITION TO NORTH EDGEWATER, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common Address: 6301 North Richmond, Chicago, Illinois

Permanent Tax Index No. 13-01-105-020

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