



Prepared By and Mail To:

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

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DB
7838150
CTF

WITNESSETH:

MODIFICATION TO MORTGAGE AND NOTE

This Modification to Mortgage and Note entered into this 8th day of October, 1999, by and between, Midwest Trust Services, Inc., under Trust Agreement dated October 4, 1999 and known as Trust No. 99-1-7578 and June A. Jochim ("Borrower") and CoVest Banc, National Association ("Mortgagee").

WHEREAS, Borrower made, executed and delivered that certain Note dated October 8, 1999 in the principal amount of Seven Hundred Forty Two Thousand and 00/100 Dollars (\$742,000.00) which Note is secured by a Mortgage dated October 8, 1999, which was recorded on October 27, 1999 as Document Number 09010177 in the Office of the Recorder of Deeds, Cook County, Illinois, and also an Assignment of Leases and Rents dated October 8, 1999 which was recorded on October 27, 1999 as Document Number 09010178 in the Office of the Recorder of Deeds, Cook County, Illinois (see Exhibit "A" attached for legal description); and

WHEREAS, the principal amount of \$742,000.00 remains unpaid on the Note as of the date hereof; and

WHEREAS, Borrower has requested Mortgagee to modify the loan ("Loan") evidenced by the Mortgage and Note; and

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

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

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 Mortgage and Note 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 Mortgage and Note as modified hereby.

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3. The Mortgage and Note shall be modified to provide as follows:

- (i) Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:

60 consecutive monthly payments of \$5,704.33 each, beginning November 21, 1999, with interest calculated on the unpaid principal balances at an interest rate of 8.375% per annum, 59 consecutive monthly principal and interest payments in the initial amount of \$5,872.40 each, beginning November 21, 2004, with interest calculated on the unpaid principal balances at an interest rate of 2.750 percentage points over the Index described below; and 1 principal and interest payment in the initial amount of \$655,774.81 on October 21, 2009, with interest calculated on the unpaid principal balances an interest rate of 2.750 percentage points over the Index described below. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

- (ii) The interest rate on the Note is subject to change, from time to time based on changes in an independent index which is the Weekly Average Yield on United States Treasury Securities, Adjusted to a Constant Maturity of (5) Five Years (the "Index"). The Index is not necessarily the lowest rate charged by lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each five year period with the first five year period commencing on the date of the Note. The Index currently is 5.970% per annum. The interest rate or rates to be applied to the unpaid principal balance of the Note will be the rate or rates set forth above. NOTICE: Under no circumstances will the interest rate on this Note be more less than 8.375% per annum or more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: [a] increase Borrower's payments to ensure Borrower's loan will be paid off by its original final maturity date, [b] increase Borrower's payments to cover accruing interest, [c] increase the number of Borrower's payments, and [d] continue Borrower's payments at the same amount and increase Borrower's final payment.

- (iii) The maturity date shall be October 21, 2009.

4. Borrower agrees that all references in the Note and in this document to the "Mortgage", "Trust Deed" or "Security Instrument" shall be deemed to be references to the Mortgage as modified hereby, and Borrower further agrees, recognizes and affirms that the Mortgage is hereby supplemented and modified to secure the Note as modified hereby.

5. Borrower agrees that all references in the Mortgage to the "Note" shall be deemed to be references to the Note as modified hereby.

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6. Except as herein modified, the terms and covenants of the Mortgage and Note 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 Mortgage.

8. The Premises shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and nothing done pursuant hereto shall affect or hinder the conveyance affected by the Mortgage except as expressly provided herein; provided, further, that the parties hereto expressly agree that the lien of the Mortgage is a valid and existing lien on the Premises, and execute this Agreement on the express condition that the execution of this Modification to Mortgage and Note will not impair the lien of said Mortgage, and that upon a breach of said condition, that this Agreement will not take effect and shall be void.

9. This Modification to Mortgage and Note, together with the original Mortgage and Note, shall constitute the terms and conditions of the Mortgage and the Note and shall be binding upon Borrower and its successors and assigns.

10. This Modification and the terms contained herein shall become effective on October 8, 1999.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

**SEE EXCULPATORY RIDER
ATTACHED TO AND
MADE PART HEREOF.**

BORROWER(S):
Midwest Trust Services, Inc.,
as Trustee for Trust No. 99-1-7578

BY: Jane B. Z. Krzewski
JANE B. Z. KRZEWSKI
ITS: LAND TRUST OFFICER

June A. Jochim
June A. Jochim

COVEST BANC

By: Michael A. Sykes
Michael A. Sykes, S.V.P.

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EXHIBIT "A"

LOT 62 IN JOHN P. ALTGELD'S SUBDIVISION OF THAT PART LYING EAST OF THE EASTERLY LINE OF RIGHT OF WAY OF CHICAGO, EVANSTON RAILROAD OF THE EAST ½ OF SOUTH QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER

14-20-331-020-0000

3214 N. RACINE
CHGO, IL

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THIS RIDER IS ATTACHED TO AND MADE PART OF A CERTAIN
 Modification of Mortgage _____ DATED 10/8/99 AND EXECUTED
 BY **MIDWEST TRUST SERVICES, INC.** UNDER TRUST
 AGREEMENT NUMBER 99-1-7578 :

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings and agreements herein made on the part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of **Midwest Trust Services, Inc.**, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said **Midwest Trust Services Inc.** not in its' own rights, but as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against **Midwest Trust Services, Inc.** on account of any warranties, indemnities, representations, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

County Clerk's Office