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Doc#: 0325632353
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 09/15/2003 11:53 AM Pg: 1 of 4

Property of Cook County Clerk's Office

MID AMERICA BANK, FSB.
LOAN MODIFICATION AGREEMENT/ADDITIONAL ADVANCE

Loan Number: 520615641

Modification Fee: \$3,975.00

Purpose of Modification: To modify the original Mortgage to allow for an additional advance of funds; to provide an additional advance not to exceed the amount of \$100,000.00; to modify the Note to change the interest rate from 6.50% to 5.125% until the First Change Date; to modify the monthly principal and interest payment from \$1,789.29 to \$2,175.81; to modify the First Change Date from July 1, 2007 to June 1, 2008; to change the Minimum Interest Rate from 6.50% to 5.125%; to modify the Prepayment Penalty defined in the Note.

Monthly Payment:	Principal & Interest	\$ 2,175.81
	Escrow	\$ 915.10
	TOTAL:	\$ 3,090.91

This Loan Modification Agreement/Additional Advance (hereinafter referred to as "Modification") made and entered into this 15th day of June, 2003, by and between Mid America Bank, fsb. of the County of DuPage and State of Illinois (hereinafter referred to as "Mid America") and Abbas Khasmakhi (herinafter referred to as "Borrower"), shall affect the property located at 5921 W 103rd Street, Oak Lawn, Illinois 60453, and legally described as follows:

LOT 3 IN FRANK DELUGACHS AUSTIN GARDENS SUBDIVISION OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 24-17-210-003-0000

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WHEREAS, Mid America has previously loaned Borrower the principal sum of Two Hundred Sixty Five Thousand and 00/100ths Dollars (\$265,000.00) evidenced by a Promissory Note and Mortgage both dated June 28, 2002; said Mortgage having been recorded in the office of Recorder of Deed of Cook County, Illinois as Document Number 0020742203; said Note and Mortgage are incorporated into and made a part of this Modification; and

WHEREAS, the parties hereto for mutual consideration wish to revise the terms of the Promissory Note, and Mortgage of said indebtedness.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. It is agreed that as of the date of this Modification, the unpaid principal balance of said indebtedness is Two Hundred Sixty Thousand Seven Hundred Ninety One and 68/100ths Dollars (\$260,791.68).
2. The Mortgage dated June 28, 2002 shall be modified to allow for an Additional Advance of funds not to exceed the amount of One Hundred Thousand and 00/100ths Dollars (\$100,000.00).
3. Mid America will fund an Additional Advance of One Hundred Thousand and 00/100ths Dollars (\$100,000.00), which shall increase the unpaid principal balance of said indebtedness to Three Hundred Sixty Thousand Seven Hundred Ninety One and 68/100ths Dollars (\$360,791.68).
4. The Note, dated June 28, 2002, shall be modified as follows:
 - (a) The interest rate on the loan as set forth in the Note shall be changed to equal 5.125% until the First Change Date, as herein revised. This rate may change.
 - (b) The principal and interest payment as set forth in the Note is hereby modified to be \$2,175.81. This amount may change, pursuant to the terms of the Note, as herein revised.
 - (c) The First Change Date as set forth in the Note, Item 4 (A) is hereby modified from July 1, 2007 to June 1, 2008.
 - (d) The Minimum Interest Rate as set forth in the Note, is hereby modified from 6.50% to 5.125%.
 - (e) The loan shall continue to carry the Prepayment Penalty as outlined in the Note, Item 8, based on the Modified Loan amount of \$360,791.68.
 - (f) The new modified payments will begin on the first day of each month beginning on July 1, 2003.
 - (g) The Maturity Date shall remain July 1, 2027.
5. Borrower will keep and maintain all necessary books, records, and accounts relating to the Mortgaged Premises and the operation thereof, including the leases relating to the Mortgaged Premises. The books, records, and accounts to be maintained by the Borrower shall include, but shall not be limited to, financial statements of the Borrower, operating and expense statements relating to the Mortgaged Premises, and up to date rental records for the Mortgaged Premises, if applicable. At the written request of the Lender, the Borrower shall deliver any and all books, records and accounts to the Lender on January 1st and July 1st of each year during the term of this loan agreement. Borrower shall enter in such books of record and account full, true and correct entries in accordance with generally accepted accounting principles of all dealings and transactions relative to the Mortgaged Premises therein. Notwithstanding anything to the contrary contained herein,

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Lender may request, at any time, and the Borrower shall produce, any and all additional documents and records which it may reasonably request from the Borrower.

6. Borrower covenant and represent that they shall maintain and keep the Mortgaged Premises free at all times of any environmental violation, waste, hazard or damage, including toxic chemicals, asbestos, or gasoline, and that the Borrower shall provide any proof or tests required by the Lender that the Mortgaged Property is free from any environmental waste, hazard, or damage. Further, the Borrower represents that the Mortgaged Premises shall not violate any state or federal environmental statute, regulation or law. If at any time any soil test or any other environmental test of the Mortgaged Premises evidences environmental violations or dangers, the Borrower shall have a period of sixty (60) days to remedy said violation and deliver an updated test to Lender evidencing that the environmental violations or dangers have been removed. If the Borrower fails to remediate the environmental dangers evidenced by the requisite soil or environmental test within sixty (60) days, or if any other environmental violation, waste, hazard, or damage occurs on the Mortgaged Premises, said environmental violation, waste, hazard or damage shall be considered an Event of Default under the terms of the Mortgage, and the Lender shall have the right, at its option, but shall have no obligation, to cure any environmental violation, waste, hazard or damage on behalf of the Borrower, and any and all amounts advanced by the Lender hereunder shall become an additional indebtedness of the Borrower under the original Note, and interest shall accrue on said amounts advanced by the Lender at the Default Rate as set forth in the Note. Any amounts advanced by the Lender under this paragraph, plus interest thereon, shall be immediately due and payable by the Borrower.

The Lender shall have the right at its discretion, to direct the Borrower to conduct environmental tests upon the Mortgaged Premises at the Borrowers expense and to provide the Lender with updated test reports detailing the results of the environmental tests. Upon receipt of a request for an environmental test from the Lender, the Borrower shall have a period of thirty (30) days to provide the Lender with the results of the requisite environmental test. Any failure of the Borrower to conduct any environmental test requested by the Lender, or to provide the Lender with test results, shall be considered an Event of Default under the terms of the Mortgage.

The Borrower agrees that, in addition to its representations provided in this paragraph 6, it shall, at its own expense, comply with any operation or management plan proposed by any state or federal agency for the removal of asbestos from the Mortgaged Premises. The failure of the Borrower to comply with this paragraph 6 shall be considered an Event of Default under the Mortgage.

7. It is agreed that all sums owed under the Note will be paid no later than July 1, 2027 (the "Maturity Date") and the Maturity Date under all the Loan Documents will be deemed July 1, 2027. To the extent the terms, conditions and provisions of this Modification Agreement differ from or are inconsistent with the Note, Mortgage and other Loan Documents executed by the Borrower, the terms, conditions and provisions of this Modification shall control and govern.

In all respects, said Note and Mortgage shall remain in full force and effect, and the undersigned promises to pay said indebtedness as herein stated and to perform all of the obligations of said Mortgage contract, as herein revised.

Executed, sealed and delivered in triplicate this 18 day of June, 2003.

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AS TO THE BORROWER:

A. Khasmakhi
 Abbas Khasmakhi
 STATE OF ILLINOIS)
) SS
 COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that Abbas Khasmakhi is personally known to me to be the same person whose name is subscribed to the foregoing instrument, he appeared before me this day in person and acknowledged he 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 SEAL THIS 18th DAY OF JUNE, 2003.

Notary Public:

Manuela Siczka

"NOTARIAL SEAL"
 MANUELA SZYCZKA
 Notary Public, State of Illinois
 My Commission Expires 8-13-2005

My Commission Expires:

8-13-2005

AS TO THE LENDER:

MID AMERICA BANK, FSB:

Karen Menza
 Karen Menza
 Vice President

Garrett E. Buhle
 Garrett E. Buhle
 Vice President

STATE OF ILLINOIS)
) SS
 COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that Karen Menza, personally known to me to be a Vice President of MidAmerica Bank, fsb a national banking corporation and Garrett E. Buhle, Vice President of said corporation 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 Vice Presidents they signed and delivered the said instrument as the Vice Presidents of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL THIS ___ DAY OF JUNE, 2003.

Notary Public:

My Commission Expires:

THIS INSTRUMENT PREPARED BY
 KENNETH KORANDA, PRESIDENT
 MID AMERICA BANK, FSB
 1823 CENTRE POINT CIRCLE
 P.O. BOX 3142
 NAPERVILLE, ILLINOIS 60566