

# UNOFFICIAL COPY

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## SECOND LOAN MODIFICATION AGREEMENT

This Agreement made this 10th day of November, 1994 by and between Cosmopolitan Bank and Trust as Trustee under Trust Agreement dated August 31, 1976 and known as Trust NO. 23100, not personally but as Trustee and S. Anton Wladis ("Mortgagor") and Cosmopolitan Bank and Trust, 801 N. Clark St., Chicago, IL 60610 ("Mortgagee").

WITNESSETH:

DEPT-01 RECORDING 125.50  
T40008 TRAN 3299 12/19/94 14:59:00  
#0262 # JF \*--04--054652  
COOK COUNTY RECORDER

WHEREAS, Mortgagors have heretofore made, executed and delivered the following:

A. Mortgage Note dated September 24, 1986 in the original sum of One Hundred Fifty Thousand and no/100 --- Dollars (\$150,000.00) made by Mortgagor to Mortgagee ("Mortgage Note").

B. Mortgage of even date with and securing the Mortgage Note executed, acknowledged and delivered by Mortgagor to Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on September 24, 1986 as Document No. 86435196 ("Mortgage"),

C. Loan Modification Agreement dated January 31st, 1994 executed acknowledged and delivered to Mortgagee by Mortgagor and recorded in the Office of the Recorder of Deeds, of Cook County, Illinois, on March 25, 1992 as document 92-197309.

Whereas the Mortgage constitutes a first lien upon certain real property situated in Chicago, Illinois and legally described as follows:

Lots 143 to 153 both inclusive together with the West 1/2 of the alley lying East of and adjoining said Lots in Commissioners Subdivision of the North West 1/4 of the North West 1/4 of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

P.I.N. NO. 16-34-200-016

Commonly known as: 4321 West 32nd St., Chicago, Illinois 60623

WHEREAS, on the date Mortgagee, executes this agreement, Mortgagee is the owner and holder of the described Mortgage Note, Mortgage, and Loan Modification Agreement.

WHEREAS, on the date Mortgagor executes this Agreement, Mortgagor continues to be the owner of the above collateral and acknowledges that said Mortgage is a valid and subsisting first lien securing a current indebtedness in the principal sum of \*\*One Hundred and Ten Thousand One Hundred Eleven and 31/100 Dollars\*\* (\$110,111.31) with interest (hereon as set forth in the Loan Modification Agreement, all in accordance with the terms, covenants, conditions and warranties of said Mortgage, Mortgage Note, and Loan Modification Agreement, and that there are no defenses or offsets to said Mortgage, Mortgage Note, or to the Loan Modification Agreement and that all of the other provisions thereof are in full force and effect; and

WHEREAS, the parties hereto desire to modify and amend the Mortgage Note, Mortgage, and Loan Modification Agreement.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. All of the foregoing recitals are hereby incorporated into this Agreement and made a part hereof.

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2. The Mortgage, Mortgage Note, and Loan Modification Agreement are AMENDED as follows:
  - A. The maturity date is hereby extended to January 31, 1997.
  - B. The monthly payment is hereby modified from \$1,314.65 to \$1,530.98 principal and interest.
  - C. The Mortgage Note balance is hereby increased by Nineteen Thousand And No/100 Dollars (\$19,000.00) and funds credited to Mortgagor's building account at our bank.
3. Except as herein expressly modified, all of the terms, covenants, conditions and warranties of the Mortgage, Mortgage Note, and Loan Modification Agreement shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this second Loan Modification Agreement on the date first above written.

MORTGAGOR

*S. Anton Wladis*

S. Anton Wladis, Individually

Cosmopolitan Bank & Trust, Trustee as aforesaid,  
& not personally

For signatures and exculpatory provisions see rider hereto attached which is expressly incorporated herein and made a part hereof.

This Modification Agreement is executed by the Trustee, Cosmopolitan Bank and Trust, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Cosmopolitan Bank and Trust possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any liability on Cosmopolitan Bank and Trust, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Cosmopolitan Bank and Trust as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

BY

*Dennis R. Sheen*  
Vice President and Trust Officer

ATTEST

*Teri M. Doran*  
Land Trust Administrator

STATE OF ILLINOIS

SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Dennis M. Sheen and Teri M. Doran

, of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer and Land Trust Administrator

respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Land Trust Administrator then and there acknowledged that said Land Trust Administrator as custodian of the corporate seal to be affixed to said instrument as said Land Trust Administrator's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 18th day of

November

A.D., 19 94

*Patrick M. Clarke*  
NOTARY PUBLIC



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Cosmopolitan Bank  
and Trust  
801 North Clark St  
Chicago, Ill. 60610-3287



E. Arturo Ullas

By:

TITLE: PRESIDENT

Mortgagee,  
Cosmopolitan Bank & Trust

By:

[Signature]  
Vice-President

ATTEST:

By: Alicia Lankow

Title: AVP

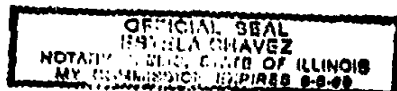
(STATE OF ILLINOIS)

(COUNTY OF COOK)

I, Estela Chavez, a Notary Public in and for the County and State aforesaid, do hereby certify that on the 29<sup>th</sup> day of November, 1994 Alice A. Carban & Antonio R. Guillen personally known to me to be the individuals described in the above instrument, appeared before me in person and acknowledged that she/he executed the above document as her/his free and voluntary will.

Estela Chavez  
Notary Public

My commission expires: 8-8-98



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