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Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 11/19/2004 12:39 PM Pg: 1 of 6

Above Space for Recorder's Use Only

MORTGAGE MODIFICATION AGREEMENT

This Modification Agreement is made on the 10th day of November, 2004, by and between Prairie Bank and Trust Company, as Trustee under a trust agreement dated October 3, 2001, known as trust number 01-089, as owner of real property subject to a mortgage naming Louis P. Yangas as mortgagee, and the Estate of Anna O. Yangas, as the successor owner and holder of a said mortgage and a note more fully described below.

Recitals

WHEREAS, on January 30, 1997, a mortgage (hereinafter the "Mortgage") was executed by Midland Federal Savings and Loan Association, as Trustee under a Trust agreement dated December 6, 1996, known as trust number 1262-3, as mortgagors, and delivered to Louis P. Yangas, as mortgagee, encumbering the property known as 2323 W. 183rd Street, Homewood, Illinois, (hereinafter "mortgaged premises"), as legally

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described on Exhibit A attached hereto.. Said Mortgage was recorded in Cook County on January 31, 1997 as document number 97-070218.

WHEREAS, on January 27, 1997, Midland Federal Savings and Loan Association, as Trustee under a Trust agreement dated December 6, 1996, known as trust number 1262-3 executed a note (hereinafter the "Note,") simultaneous with the Mortgage whereby it agreed to pay the sum of \$415,035.14 with a remaining balance due date of February 1, 1999.

WHEREAS, since the date referenced above and prior to final payment, the Mortgagee, Louis P. Yangas died, and ownership of the Mortgage and Note passed to Anna O. Yangas, who subsequently died, with said ownership passing to the Estate of Anna O. Yangas (hereinafter the "Estate" and "Mortgagee" interchangeably).

WHEREAS, on March 26, 2002 Midland Federal Savings and Loan Association, as Trustee under a Trust agreement dated December 6, 1996, known as trust number 1262-3 quit claimed the mortgaged premises, to Prairie Bank and Trust Company as Trustee under a trust agreement dated October 3, 2001, known as trust number 01-089 (hereinafter the "Trust").

WHEREAS, the mortgaged premises contain certain condominium units for sale (hereinafter the "Units").

WHEREAS, the outstanding principal balance of the Note as of November 10, 2004 is \$ 358,899.74.

NOW, THEREFORE, in consideration of the agreements herein contained, and in reliance upon the recitals set forth above, which are incorporated herein by reference, it

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is hereby agreed between the parties hereto that the Note and Mortgage are modified as follows:

1. Repayment. Effective on the 10th day of November, 2004, the terms, conditions and obligations of repayment under the Note and Mortgage are modified and replaced with the following terms, conditions, and obligations of repayment:
 - a. The outstanding principal shall not be subject to or bear interest.
 - b. Upon sale and closing of each Unit, the Trust shall pay the sum of \$9,000.00 from the proceeds of each sale to the Estate of Anna O. Yangas, as Mortgagee, with the exception of the last Unit sold and closed upon, but not later than January 31, 2008. Payment following the sale of the last Unit sold shall be due upon said sale and made in the amount of the outstanding principal balance due and owing at that time.
 - c. Except as expressly set forth herein, all other terms, conditions, and obligations related to repayment of the principal balance, other than installment amounts and interest, shall remain in full force and effect, including Mortgagee's secured interest in the mortgaged premises.
2. Consideration. In consideration of the modification of the terms of the Note and Mortgage by Mortgagee, as described above, and for other valuable consideration described in this Agreement, the Trust, covenants and agrees to pay the balance of the indebtedness evidenced by the Note and secured by the Mortgage, as modified, and to perform the covenants contained in the Mortgage and as modified.

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As additional consideration for the modification of the terms of the Note and Mortgage by Mortgagee, as described above, the Trust releases and forever discharges Mortgagee, and its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors, and assigns, and all persons, firms, corporations, and organizations on its behalf, from all damage, loss, claims, demands, liabilities, obligations, actions, and causes of action of whatever kind or nature which the Trust may now have against the Mortgagee, whether presently known or unknown, on account of or in any way affecting, concerning, arising out of, or founded on the Note and Mortgagee, as modified by this Agreement.

4. Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Illinois.

7. Other Instruments. The parties agree that they will execute such further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

8. Headings. The headings used in this Agreement are used for administrative purposes only and do not constitute substantive matters to be considered in construing this Agreement.

9. Legal Construction. If any one or more of the provisions contained in this Agreement for any reason are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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10. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original.

11. Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted.

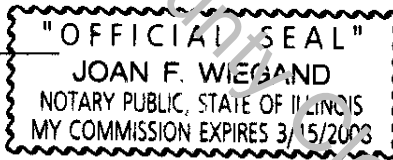
IN WITNESS WHEREOF the parties have hereunder set their hand and seal as of the day and the year first above written.

By: Joanne Yangas as Independent Executor of The Estate of Anna O. Yangas, as owner and holder of the Note and Mortgage attached hereto and dated January 30, 1997.

Joanne Yangas
Signature

Subscribed and sworn to before me this
15 day of ~~October~~, 2004.
November

Joan F. Wiegand
Notary Public



Prairie Bank and Trust Company, as Trustee under a trust agreement dated October 3, 2001, known as trust number 01-089 *AND NOT INDIVIDUALLY*

By: Diana Sica
Asst. Trust Officer

Signature

EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto anything herein 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 the 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 PRAIRIE BANK AND TRUST COMPANY under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking 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.

Subscribed and sworn to before me this
10th day of ~~October~~, 2004.
November

Kristine L. Rotto
Notary Public



PRAIRIE BANK AND TRUST COMPANY

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF LOTS 1 AND 2 IN THE SUBDIVISION OF THE NORTH 162 FEET OF THAT PART OF THE NORTHWEST ¼ LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD AND THAT PART OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE 33 FEET SOUTH (MEASURED AT RIGHT ANGLES) OF THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 6 WITH A LINE 560 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 6; THENCE SOUTH ON SAID PARALLEL LINE A DISTANCE OF 120 FEET TO A POINT; THENCE WEST ON A LINE 153 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 6 A DISTANCE OF 60 FEET TO A POINT; THENCE SOUTH ON A LINE 500 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 6, A DISTANCE OF 30 FEET TO A POINT; THENCE WEST ON A LINE 183 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 6, A DISTANCE OF 110 FEET TO A POINT; THENCE SOUTH ON A LINE 390 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 6, A DISTANCE OF 279.10 FEET TO A POINT; THENCE WEST ON A STRAIGHT LINE WHICH MAKES AN ANGLE OF 89 DEGREES 52 MINUTES 15 SECONDS WITH THE LAST NAMED PARALLEL LINE WHEN TURNED FROM NORTH TO WEST, A DISTANCE OF 38.59 FEET TO A POINT; THENCE SOUTH ON A LINE 350.81 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 6, TO THE POINT OF INTERSECTION WITH A LINE 180 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF FLOSSWOOD SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SAID SECTION 6; THENCE EASTERLY ON THE LAST NAMED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 581 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 6; THENCE NORTH ON THE LAST NAMED PARALLEL LINE, A DISTANCE OF 286.95 FEET TO A POINT; THENCE EASTERLY ON A STRAIGHT LINE, SAID LINE WHICH IS 467 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF FLOSSWOOD SUBDIVISION, A DISTANCE OF 68 FEET TO A POINT; THENCE NORTHERLY ON A STRAIGHT LINE, SAID LINE WHICH IS 649 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 6, TO THE POINT OF INTERSECTION WITH A LINE 33 FEET SOUTH (AS MEASURED AT RIGHT ANGLES) OF THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 6; THENCE WESTERLY ON THE LAST NAMED LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common address:	2323 West 183 rd Street Homewood, Illinois 60430
Permanent Index Nos.:	32-06-100-072-0000 32-06-100-076-0000