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Prepared By:
ALLEN C. WESOLOWSKI
MARTIN & KARCAZES, LTD.
161 N. Clark - #550
Chicago, Illinois 60601



Doc#: 0732457095 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/20/2007 10:43 AM Pg: 1 of 6

Mail to:
CHICAGO COMMUNITY BANK
1110 W. 35th Street
Chicago, IL 60609

4350004 2/3 (all om)

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of this 15th day of August, 2007, by and between CHRIS C. KLERONOMOS and PATRICIA A. KLERONOMOS A/K/A PATRICIA KLERONOMOS SCHAUB, (hereinafter collectively called "Borrower"), MIDWEST BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated September 1, 1983 and known as Trust Number 83-094209 (hereinafter called "Mortgagor") and CHICAGO COMMUNITY BANK, an Illinois banking corporation, with an office at 1110 W. 35th Street, Chicago, IL 60609 (hereinafter called "Lender").

**"This Instrument Filed For Record
By Greater Illinois Title Co. As An Accommodation
Only. It Has Not Been Examined As To Its
Execution Or As To Its Effect Upon Title."**

WITNESSETH:

This Agreement is based upon the following recitals:

A. On October 31, 2005, for full value received, Borrower executed and delivered to Lender a Promissory Note in the principal amount of ONE MILLION FIVE HUNDRED EIGHTY THREE THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$1,583,500.00) (hereinafter called "Note"), pursuant to the terms and conditions of a Construction Loan Agreement dated October 31, 2005 between Borrower and Lender (the "Loan Agreement").

B. Mortgagor has secured the Note, by granting to Lender a certain junior mortgage (hereinafter called the "Mortgage") dated October 31, 2005, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage was recorded as Document No. 0534743210 with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

LOT 11 IN BLOCK 6 IN ROSSELL'S BONNIE BRAE ADDITION TO RIVER FOREST BEING A SUBDIVISION OF NORTH ½ OF EAST ½ OF NORTH EAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT WEST 33 FEET AND SOUTH 33 FEET DEDICATED TO VILLAGE OF RIVER FOREST FOR STREET PURPOSES) IN COOK COUNTY, ILLINOIS.

PIN: 15-01-211-082-1001
Common Address: 1405 Bonnie Brae, River Forest, Illinois

6

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C. Borrower and Lender have previously agreed to extend the maturity date of the Note to December 2, 2006, as evidenced by a promissory note dated August 2, 2006 in the principal amount of \$1,583,500.00 (the "Renewal Note").

D. On December 2, 2006, Borrower and Lender agreed to an additional advance of \$300,000.00 and to extend the maturity date of the Renewal Note to December 2, 2007 as evidenced by a Promissory Note dated December 2, 2006 in the principal amount of \$1,883,500.00 (the "Second Renewal Note").

E. Borrower and Lender have agreed to increase note amount of the Second Renewal Note by \$81,114.00.

F. Borrower and Mortgagor represent to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises and that the lien of the Mortgage, as herein modified, is a valid, second lien upon the Mortgaged Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree as follows:

1. Lender agrees to advance an additional amount of \$81,114.00 under the Loan Agreement, thereby increasing the note amount of the Second Renewal Note from \$1,883,500.00 to \$1,964,614.00.
2. The Mortgage shall secure the Second Renewal Note as herein modified.
3. Borrower shall reimburse Lender its attorney's fees of \$350.00 and any recording or title fees in connection with this modification agreement.
4. All other terms and conditions of the Loan Agreement shall remain in full force and effect.

In consideration of the renewal and modification of the Renewal Note as hereinabove set forth, Borrower does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Second Renewal Note and secured by the Mortgage, and to perform the covenants contained in the aforementioned documents, and Borrower and Mortgagor represent to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises and that the lien of the Mortgage is a valid, second lien on the Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Second Renewal Note, the Loan Agreement, Mortgage and other loan documents as identified herein, or the lien created thereby or any other documents executed by Borrower, jointly or severally, in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair

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any rights, powers, or remedies of Lender under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Mortgage and any other instruments and documents executed in connection with the loan evidenced by the Second Renewal Note, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

The undersigned hereby authorizes Lender to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

This modification agreement is executed by MIDWEST BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated September 1, 1983 and known as Trust Number 83-094209 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument); and no personal liability shall exist or be asserted or enforceable against the said Trustee generally or in any capacity other than as Trustee as aforesaid, because or in respect of the mortgage modified hereby or the note secured by said mortgage, and its liability as such Trustee shall be limited to and enforceable only out of the property described in the mortgage, by enforcement of the lien thereof, and no duty shall rest upon said bank to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

CHICAGO COMMUNITY BANK

By: Steve A. Stephen
Its Vice President

Chris C. Kleronomos
CHRIS C. KLERONOMOS

Patricia A. Schaub
PATRICIA A. KLERONOMOS / A/K/A
PATRICIA KLERONOMOS SCHAUB

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

MIDWEST BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated September 1, 1983 and known as Trust Number 83-094209

By: Joseph H. [Signature]
Its Trust Administrator

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EXCULPATORY RIDER
ATTACHED TO A MODIFICATION AGREEMENT
BETWEEN TRUSTEE AND CHICAGO COMMUNITY BANK

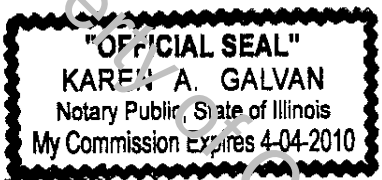
Midwest Bank and Trust Company, as Trustee, executes this **Modification Agreement** under the provisions of a **Trust Agreement dated September 1, 1983** and known as **Trust Number 83-09-4209** not personally but solely as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon written direction of the beneficiaries and/or holders of the power of direction of said Trust. Midwest Bank and Trust warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representation, warranties, covenants, undertakings and agreements herein; made on the part of the trustee while in form purporting to be the said representation, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Midwest Bank and Trust Company in its individual capacity, but are made and intended solely for the purpose of binding only the Trust property specifically described herein. No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Midwest Bank and Trust Company on account of any representations, warranties, covenants, undertakings and agreements contained in the instrument (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability hereunder being specifically limited to the Trust Assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the aforesaid State, does hereby certify that on this day personally appeared before me, Gene Stepan personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the Vice President of CHICAGO COMMUNITY BANK and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed, and as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 22 day of Oct, 2007.

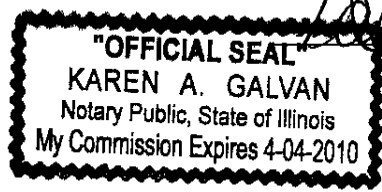


Karen Galvan
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that CHRIS C. KLERONOMOS and PATRICIA A. KLERONOMOS A/K/A PATRICIA KLERONOMOS SCHAUB, known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, , for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22 day of Oct, 2007.



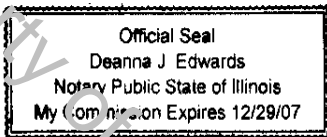
Karen Galvan
Notary Public

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that ROSANNE M. OUYASS known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as her/his own free and voluntary act, as authorized agent of MIDWEST BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated September 1, 1983 and known as Trust Number 83-094209, with the authority to so act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26 day of October, 2007.



Deanna J. Edwards
Notary Public

Property of Cook County Clerk's Office