

# UNOFFICIAL COPY



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

Doc#: 0816847115 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/16/2008 12:42 PM Pg: 1 of 6

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

## 4310004 2/3 MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of this 2nd day of March, 2008, by and between CHRIS C. KLERONOMOS and PATRICIA A. KLERONOMOS A/K/A PATRICIA KLERONOMOS SCHAUB, (hereinafter collectively called "Borrower"), COSMOPOLITAN BANK AND TRUST as Successor Trustee to Oak Park National Bank, as Trustee under Trust Agreement dated January 30, 1950 and known as Trust Number 2259 (hereinafter called "Mortgagor") ~~not personally~~ and CHICAGO COMMUNITY BANK, an Illinois banking corporation, with an office at 1110 W. 35<sup>th</sup> Street, Chicago, IL 60609 (hereinafter called "Lender").

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 first 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. 0534743212 with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

LOTS 45 AND 46 IN BLOCK 1 IN WEST HARRISON STREET SUBDIVISION OF THE NORTH HALF OF THE NORTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-17-302-014-0000  
Common Address: 213 W. Harrison, Oak Park, Illinois

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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 Note 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 Note amount of \$1,883,500.00 (the "Second Renewal Note").

E. Borrower and Lender increased note amount of the Second Renewal Note by \$81,114.00, resulting in a new note amount of \$1,964,614.00 as evidenced by a Modification Agreement recorded as Document No. 0732457096.

F. On December 2, 2007, the Second Renewal Note was renewed for an additional four months as evidenced by a Promissory Note dated December 2, 2007 in the note amount of \$1,782,903.57 (the "Third Renewal Note").

G. 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 first lien upon the Mortgaged Premises.

H. Borrower and Lender have agreed to renew the Third Renewal Note for 90 days and advance an additional sum of \$208,000.00.

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 \$208,000.00 and to renew the Third Renewal Note for 90 days as evidenced by a Promissory Note dated March 2, 2008 in the note amount of \$1,990,903.57 (the "Fourth Renewal Note"), thereby by increasing the note amount under the Loan Agreement to \$2,172,614.00 with an Interest Rate of Prime + 1% and no floor.
2. The Mortgage shall secure the Fourth Renewal Note.
3. Borrower shall reimburse Lender its attorney's fees of \$525.00 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 Third Renewal Note as hereinabove set forth, Borrower does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Fourth 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

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against the Mortgaged Premises and that the lien of the Mortgage is a valid, first lien on the Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair 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 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 Fourth 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.

**\* Park National Bank**

This modification agreement is executed by COSMOPOLITAN BANK AND TRUST as Successor Trustee to Oak Park National Bank, as Trustee under Trust Agreement dated January 30, 1950 and known as Trust Number 2259 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.

[SIGNATURE PAGE FOLLOWS]

**\* Park National Bank  
Successor Trustee to  
Cosmopolitan Bank & Trust  
Successor Trustee to  
First Bank of Oak Park**

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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.

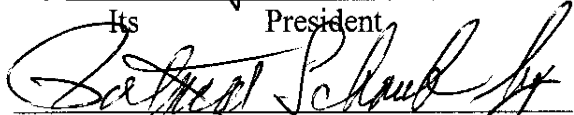
CHICAGO COMMUNITY BANK

By: \_\_\_\_\_

Its President



CHRIS C. KLERONOMOS



PATRICIA A. KLERONOMOS / A/K/A  
PATRICIA KLERONOMOS-SCHAUB

*Patricia Kleronomos-Schaub in fact*

\* COSMOPOLITAN BANK AND TRUST as  
Successor Trustee to Oak Park National Bank,  
as Trustee under Trust Agreement dated  
January 30, 1950 and known as Trust  
Number 2259 **not personally**

\* Park National Bank  
Successor Trustee to  
Cosmopolitan Bank & Trust  
Successor Trustee to  
First Bank of Oak Park

By: \_\_\_\_\_  
**\*\*for signatures notary and exculpatory  
provisions of trustee see rider attached  
hereto which is expressly incorporated  
herein and made a part hereof.**

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, \_\_\_\_\_, 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 \_\_\_\_\_ 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 \_\_\_\_ day of \_\_\_\_\_, 2008.



  
Notary Public

**UNOFFICIAL COPY**

This Modification Agreement is executed by the Trustee, Park National Bank, 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 Park National Bank possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Park National Bank, 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 Park National Bank 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.

Signatures of the Trustee expressly exclude covenant of mortgagor pursuant to the Hazardous Substances clause of this Mortgage as well as any and all other provisions which may be contained herein with respect to the condition of the premises. Trustee does not covenant or warranty that the premises are free from any hazardous substances, or that the premises are in compliance with the terms of any environmental act, including but not limited to the Comprehensive Environmental Response, Liability and Compensation Act, the Resource Conservation and Recovery Act and/or the Environmental protection Act.

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.

PARK NATIONAL BANK, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

BY: [Signature]  
Trust Officer

ATTEST: [Signature]  
Land Trust Administrator

STATE OF ILLINOIS

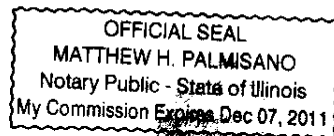
SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named James S. Galco and Danielle McKinley, of PARK NATIONAL BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 PARK NATIONAL BANK 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 PARK NATIONAL BANK for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 2<sup>nd</sup> day of May A.D., 2008

[Signature]

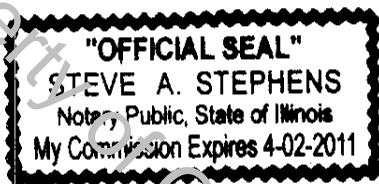


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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that 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 \_\_\_\_ day of \_\_\_\_\_, 2008.



*Steve A Stephens*  
\_\_\_\_\_  
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 \_\_\_\_\_ 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 COSMOPOLITAN BANK AND TRUST as Successor Trustee to Oak Park National Bank, as Trustee under Trust Agreement dated January 30, 1950 and known as Trust Number 2259, with the authority to so act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public