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Loan No.17000689
GSGO: 42242

First American Title
Order # 1886618



Doc#: 1027816002 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/05/2010 08:43 AM Pg: 1 of 7

For Recorder's Use Only

FIRST MODIFICATION TO MORTGAGE AND NOTE

This First Modification to Mortgage and Note (the "First Modification") is made as of this 1st day of September, 2010 between Chicago Title Land Trust Company as Trustee Under Trust 41983, a Corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as the "Mortgagor" or the "Maker") and Illinois Service Federal Savings and Loan Association (hereinafter referred to as the "Mortgagee" or "Lender").

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee have entered into a Mortgage (the "Mortgage") dated July 10, 2009 said Mortgage having been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 28, 2009 as Document No. 0920940102 regarding certain real estate described in Exhibit "A" attached hereto (the "Real Estate"), securing the payment of one Mortgage Note dated July 10, 2009 (the "Note") in the principal sum of \$385,000.00; and

WHEREAS, Mortgagor and Mortgagee desire to enter into this First Modification to Mortgage and Note for the purpose of modification of the terms of the original agreement between the Mortgagor and Mortgagee.

NOW THEREFORE, Mortgagor and Mortgagee with the consent of the undersigned Guarantors, hereby agree that the Mortgage and Note are amended, modified, or supplemented as follows:

1. Principal Balance. Section 1 of the Note is amended to read as follows:

1. PROMISE TO PAY. For value received, the undersigned, Chicago Title Land Trust Company as Trustee Under Trust 41983, a Corporation organized and existing under the laws of the State of Illinois (the "Maker"), hereby promises to pay to the order of Illinois Service Federal Savings and Loan Association, a federal savings and loan association (the "Lender") at its office at 4619 South King Drive, Chicago, Illinois 60653 or at such other place as the holder hereof may from time to time designate in writing, the principal sum of Four Hundred Eighty Five Thousand and 00/100 (\$485,000) Dollars, or so much thereof as shall from time to time be disbursed to or for the benefit of the Maker together with interest thereon, to be paid in lawful money of the United States of America.

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2. Payment of Principal and Interest. Sections 2A, 2B, 2C and 2F of the Note are amended and a Section 2(I) is added to read as follows:

2(A) Interest Rate. Interest in arrears shall accrue on the outstanding principal balance from the date hereof at a rate of Six (6%) Percent per annum.

2(B) Monthly Payments of Interest; Final Principal Payment. Commencing on October 1, 2010 and on the first day of each month thereafter, the Maker shall make interest payments as billed to the Maker by the Lender based on the then existing outstanding principal balance.

2(C) Maturity Date. All unpaid principal and accrued interest thereon and other costs, if not sooner due or paid, shall be due and payable on September 1, 2011 (the "Maturity Date").

2(I) Fee to the Lender. The Maker shall pay a fee to the Lender of \$1,000.

2(J) Availability of Draws and Interest Reserve. The Lender shall create an interest reserve of \$35,000 out of which the monthly interest payments shall be made until such reserve is exhausted, at which time all interest payments shall be paid directly by the Maker. The entire principal balance of \$450,000.00 shall be available for draws so long as there is no default pursuant to the Loan Documents (as hereinafter defined).

3. Reaffirmation. Mortgagor hereby ratifies and confirms its liabilities and obligations under the Mortgage, Note, Assignment of Rents and all other loan documents (hereinafter sometimes referred to as "Loan Documents") and the liens and security interest created thereby, and acknowledge that it has no defenses, claims or set offs to the enforcement by Mortgagee of the obligations and liabilities of Mortgagor under the said documents as modified by this document.

Mortgagor further represents to Mortgagee that no default or event, or condition which could become a default with the giving of notice or passage of time, or both, with the exception of an existing payment delinquency exists under the Mortgage, Note or other Loan Documents as amended by this First Modification

Mortgagor further represents to Mortgagee that there is not any condition, event or circumstances existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims, or demands pending or threatened affecting Mortgagor, or the Real Estate or any lien recorded against the Real Estate since the recording of the Mortgage as detailed herein. The parties further agree that the principal balance of the loan is \$385,000.00 as of the date hereof.

4. Binding on Successors. This First Modification shall be binding on Mortgagor and its respective legal representatives, successors and permitted assigns, and shall inure to the benefit of Mortgagee, its successors and assigns.

5. Original Agreement Binding. Except as provided herein, the Mortgage, Note and all other Loan Documents, shall remain in full force and effect in accordance with their respective terms.

6. Conditions Precedent. This First Modification shall be effective upon the occurrence of all of the following:

- a. Payment of Lender attorney's fees of \$900.00, title charges and recording fees.

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- b. Verification by Lender that there have been no liens recorded against the Real Estate other than the Mortgage or other permitted liens.
- c. Verification that all of the real estate taxes due on the Real Estate have been paid current.

7. Definitions. Unless otherwise defined all capitalized terms shall have the same meaning as set forth in the Mortgage and Mortgage Note, as amended.

8. This First Modification shall constitute an amendment of the Loan Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage as revised by this First Modification, or the covenants, conditions and agreements therein contained or contained in the Note.

9. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.

10. Borrower and Guarantors hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

11. Borrower hereby agrees to pay all of Lender's expenses arising out of and in connection with this Modification including, but not limited to, attorneys' fees, title insurance premiums and recording fees.

12. Guarantors hereby expressly acknowledge and confirm that by executing this First Modification the Guarantors (i) consent to the terms of this First Modification; (ii) confirm that the Lender has not waived, altered or modified Lender's rights under any of the Loan Documents to amend, extend, renew or modify or otherwise deal with the obligations of the parties hereto or any of the security given to Lender in connection therewith; and (iii) the execution of this First Modification Agreement does not release, modify, or affect the obligations of the Guarantors to the Lender or affect the security heretofore granted to the Lender.

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IN WITNESS WHEREOF, the parties have executed this First Modification to Mortgage and Note as of the day and year first above written.

MORTGAGEE:

Illinois Service Federal Savings and Loan Association

By: *Norman J. Wilhoit*
Its: CEO

MORTGAGOR:

Chicago Title Land Trust Company as Trustee Under Trust 41983 AND NOT PERSONALLY



By: *Harriet Denisevicz*
Its: Trust Officer

Consent of Guarantors

By: *Pearl Louise Griffin*
Pearl Louise Griffin

By: *Ethel Dawn Griffin*
Ethel Dawn Griffin

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Being the Successor Trustees to the Earnest A. Griffin Family Trust under the Ernest A. Griffin Declaration of Trust dated October 26, 1993 and the Alyce C. Griffin Declaration of Trust dated October 26, 1993 said Trusts being the beneficiary of Chicago Title Land Trust Company Trust 41983

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State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Harriet Denisewicz as Trust Officer of the Chicago Title Land Trust Company as Trustee Under Trust 41983, a Corporation organized and existing under the laws of the State of Illinois, ~~and~~ as Secretary of such corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust / President and Secretary, 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 corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17 day of Sept, ~~2009~~ 2010

Grace Marin
Notary Public



My commission expires: 3/20/2013

STATE OF ILLINOIS)
) Mortgagee Notary
COUNTY OF COOK)

I, Andrea Forrest-Brown, a Notary Public, in and for said County, in the state aforesaid, do hereby certify, that Norman J. Williams President of Illinois Service Federal Savings and Loan Association and N/A, Secretary of said Association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such President, and Secretary, 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 Association as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 day of September 2010

Andrea Forrest-Brown
Notary public

This instrument prepared by: Mail To:

Lawrence Gold, Esq.
Gomberg, Sharfman, Gold & Ostler, P.C.
208 S. LaSalle, Suite 1410
Chicago, IL 60604



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EXHIBIT A LEGAL DESCRIPTION

PARCEL I:

LOTS 32 TO 38 INCLUSIVE AND THE SOUTH 9 FEET 9-3/4 INCHES OF LOT 39 IN BLOCK 1 IN TYLER'S SUBDIVISION OF SOUTH HALF OF THE NORTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL II:

LOT 1 IN S.D. WEAKLEY'S SUBDIVISION OF LOTS 27 TO 31 INCLUSIVE IN BLOCK 1 OF TYLER'S SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL III:

LOT 2 IN S.D. WEAKLEY'S SUBDIVISION OF LOTS 27 TO 31 INCLUSIVE IN BLOCK 1 OF TYLER'S SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL IV:

THE EAST 33 FEET OF LOT 3 IN S.D. WEAKLEY'S SUBDIVISION OF LOTS 27 TO 31 INCLUSIVE IN BLOCK 1 OF TYLER'S SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL V:

LOT 3 EXCEPT THE EAST 33 FEET OF LOT 3 IN S.D. WEAKLEY'S SUBDIVISION OF LOTS 27 TO 31 INCLUSIVE IN BLOCK 1 OF TYLER'S SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL VI:

THE EAST 43 OF LOT 4 IN S.D. WEAKLEY'S SUBDIVISION OF LOTS 27 TO 31 INCLUSIVE IN BLOCK 1 OF TYLER'S SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL VII:

LOT 4 EXCEPT THE EAST 43 FEET OF LOT 4 IN S.D. WEAKLEY'S SUBDIVISION OF LOTS 27 TO 31 INCLUSIVE IN BLOCK 1 OF TYLER'S SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL VIII:

LOT 5 IN S.D. WEAKLEY'S SUBDIVISION OF LOTS 27 TO 31 INCLUSIVE IN BLOCK 1 OF TYLER'S SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

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PARCEL IX:

LOT 6 IN S.D. WEAKLEY'S SUBDIVISION OF LOTS 27 TO 31 INCLUSIVE IN BLOCK 1 OF TYLER'S SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL X:

LOTS 25 AND 26 IN BLOCK 1 OF TYLER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Commonly known as: 3232 South King Drive, Chicago, IL 60616

PINS:

- Parcel One: 17-34-113-034
- Parcel Two: 17-34-113-019
- Parcel Three: 17-34-113-020
- Parcel Four: 17-34-113-027
- Parcel Five: 17-34-113-026
- Parcel Six: 17-34-113-030
- Parcel Seven: 17-34-113-029
- Parcel Eight: 17-34-113-023
- Parcel Nine: 17-34-113-024
- Parcel Ten: 17-34-113-025

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