



Doc#: 1305846138 Fee: \$48.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/27/2013 11:45 AM Pg: 1 of 6

SECOND MODIFICATION AGREEMENT

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THIS SECOND MODIFICATION made effective as of November 1, 2012, by and between North Star Trust Company, a part of the BMO Financial Group, not individually but as Trustee under Trust Agreement dated April 17, 2006 and known as Trust No. 06-9576 and North Star Trust Company, a part of the BMO Financial Group, not individually, but as successor Trustee of the Grant S. Antink Trust dated November 20, 1984 as amended (collectively, "Borrowers") and Oxford Bank & Trust ("Lender").

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WITNESSETH:

WHEREAS, Borrowers have executed and delivered to Lender that certain Note dated as of October 20, 2006 in the original principal sum of \$467,950.96.00 (the "Note"), which Note is secured by the Mortgage dated October 20, 2006 and recorded as document number 0631033117 with the Cook County recorder of Deeds on November 6, 2006 regarding the premises commonly known as 1250 Pratt Ave., Elk Grove Village, Illinois, the legal description of which is attached hereto and incorporated herein as Exhibit A and the collateral described therein ("Mortgage"), which Mortgage provides that it is security for all indebtedness owed by Borrowers as that term is defined therein (said Note and Mortgage being incorporated herein by reference); and

WHEREAS, under the terms of the aforesaid Note and Mortgage, the Indebtedness came due on November 1, 2011; and

WHEREAS, by agreement of the parties, a certain Modification Agreement was made and entered into effective November 1, 2011, which extended the term and provided for other modifications as more fully set forth in said Modification Agreement which is incorporated herein by reference, and

WHEREAS, pursuant to the terms and conditions of said Modification Agreement, Lender extended the due date through November 1, 2012, and

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WHEREAS, as of November 1, 2012, there remained due and owing to Lender from Borrowers on said Note the sum of \$389,958.64; and

WHEREAS, Borrowers are desirous of further modifying the terms of the aforesaid Note and Mortgage to extend the term of the loan for a final payout to be made to Lender on May 1, 2013 of all of the principal interest and other amounts as shall come due under the parties agreement with interest to accrue upon the aforesaid indebtedness at the rate as set forth in the October 20, 2006 Note, and Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided.

NOW THEREFORE, in consideration of the sum of ten dollars and such other and further consideration, the mutual receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises of the parties hereto, **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct and the same are incorporated herein by reference.
2. The Note is hereby modified as follows:
 - A. The maturity date of said Note is hereby extended from November 1, 2012 to May 1, 2013;
 - B. The interest rate on the outstanding indebtedness shall continue to be calculated as set forth in the October 20, 2006 Note;
 - C. No other changes are made to the terms and conditions of the Note.
3. The Mortgage is hereby modified as follows:
 - A. The maturity date is hereby extended to May 1, 2013;
 - B. The security for said Mortgage shall be the real estate in Cook County, Illinois;
 - C. No other changes or modifications are made to the terms as set forth in said Mortgage.
4. Lender reserves the right, at its sole discretion, but not the obligation, to extend the Note and Mortgage for an additional 6 month term, subject to Lender's acceptable review and approval of the financial statements of Borrowers.
5. Except for the modifications stated herein, the Note and Mortgage and related documents are not otherwise changed, modified or amended.
6. This Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

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7. The Borrowers hereby ratify and confirm their respective obligations and liabilities under the Note and Mortgage, which are hereby restated in their entirety and incorporated herein by reference, except as hereby modified. The liens and security interest created thereby shall continue in full force and effect. Borrowers acknowledge that they have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations as so modified.

8. This Second Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

9. This Second Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid Modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

10. This Second Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

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Borrower

North Star Trust Company,
a part of the BMO Financial Group,
not individually, but as successor
Trustee of the Grant S. Antink Trust
dated November 20, 1984 as amended

By: Andrew W. Dobzyn
S.V.P.

Lender

Oxford Bank & Trust

By: Pete Kupic
Pete Kupic

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This document prepared by
and should be returned to:

Richard W. Laubenstein
DiMonte & Lizak, LLC
216 W. Higgins
Park Ridge, IL 60068
(847) 698-9600

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Borrower

North Star Trust Company,
a part of the BMO Financial Group,
not individually but as Trustee
under trust Agreement dated
April 17, 2006 and known
as Trust No. 06-9576

By: Andrew H. Dobzyn
 Sr. V.P.

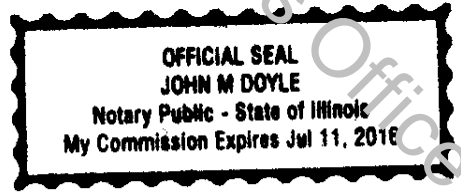
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Andrew H. Dobzyn personally 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 he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of North Star Trust Company, a part of the BMO Financial Group, Trustee, Trust dated April 17, 2006 and known as Trust Number 06-9576, for the uses and purposes set forth therein.

Given under my hand and notarial seal this 10th day of November, 2012.

John M Doyle
Notary Public

My Commission Expires 07/11/16



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EXHIBIT A LEGAL DESCRIPTION

The West 46 feet of Lot 17, all of Lot 18 and the East 44 feet of Lot 19 in Centex Industrial Park Unit 22 in Section 34, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois

PIN 08-34-400-026-0000

Commonly known as 1250 Pratt Ave., Elk Grove Village, Illinois

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