

**UNOFFICIAL COPY**

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\$16.00

71 810-88-89

SECOND NOTE AND MORTGAGE EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT is made as of the 1st day of October, 1985, by and between MARINA BANK, an Illinois banking corporation ("Lender"), NATIONAL BOULEVARD BANK OF CHICAGO, not personally, but solely as Trustee under a Trust Agreement dated November 26, 1979 and known as Trust Number 6435 ("Trustee"), and JAMES COUFAL, JUDITH COUFAL, HOWARD WILCOX and JOAN WILCOX ("Guarantors"), sole beneficiaries of the above mentioned Trust.

R E C I T A L S:

A. Lender is the holder of a certain note dated October 7, 1980 in the original principal sum of One Hundred Four Thousand Two Hundred Fifty Dollars (\$104,250.00) executed by Trustee and payable to Bearer (the "Note"). The due date for payment of the principal balance is October 1, 1982. The Note is guaranteed by Guarantors.

B. The Note is secured by a certain Trust Deed dated October 7, 1980 ("Original Mortgage") recorded October 29, 1980, with the Recorder of Deeds of Cook County, Illinois, as document 25643596 under which Trustee has mortgaged to CHICAGO TITLE AND TRUST COMPANY, as trustee, the real estate legally described in Exhibit "A" attached to this Agreement.

C. The Note and Original Mortgage were modified by that certain Note and Mortgage Extension and Modification Agreement (the "First Extension") dated as of October 1, 1982 and recorded March 17, 1983 with the Recorder of Deeds of Cook County, Illinois as document number 26539191. Among other things, the First Extension increased the face amount of the Note to \$140,000.00 and extended the maturity date of the Note until September 1, 1986.

D. Trustee and Guarantors have requested that (i) Lender advance on or before November 1, 1985, the additional sum of

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Ten Thousand Dollars (\$10,000.00) as additional indebtedness to be evidenced by the Note and (ii) certain modifications be made in connection with the interest rate and method of payment under the Note.

## CLAUSES

1. Indebtedness. The face amount of the Note is increased from One Hundred Forty Thousand Dollars (\$140,000.00) to One Hundred Fifty Thousand Dollars (\$150,000.00).

2. Interest Rate. The unpaid principal balance shall bear interest from October 1, 1985 at the rate of Twelve Percent (12%) per annum. Interest shall be computed on actual days elapsed based on a 360-day year.

3. Payment.

(i) Principal and Interest. Payments of principal and interest in the amount of One Thousand Five Hundred Seventy Nine and 84/100 Dollars (\$1,579.84) per month shall be due on November 1, 1985 and on the first day of each succeeding month to and including October 1, 1988. The first payment shall be adjusted, if necessary, to reflect the computation of interest based on the actual principal balance outstanding during the preceding month.

(ii) Final Payment. Payment of the entire outstanding principal indebtedness of the Note, including all advances, together with accrued interest, shall be due and payable on November 1, 1988.

4. Full Force and Effect. Except as expressly modified in this Agreement, the Note (including the Guaranty of the Note), the Original Mortgage and all other loan documents in connection with the loan shall remain in full force and effect.

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5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

6. Exculpation of Trustee. This Agreement is executed by National Boulevard Bank of Chicago (the "Bank"), as Trustee under the above described Trust Agreement, and not by it individually and any claims against the Trustee which may result from signing this Agreement shall be payable only out of the trust property. It is expressly understood and agreed by and between the parties, anything in this Agreement to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements of the Bank, as Trustee, pursuant to the Trust Agreement, and each and every one of them are not made and are not intended as individual or personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee for the purpose or with the intention of binding the Trustee or any of its officers, employees or agents individually or personally but are made and intended for the purpose of binding only the trust property and are executed and delivered by the Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee under the Trust Agreement which is made a part of this Agreement; and that no individual or personal responsibility or individual or personal liability is assumed by nor shall at any time be asserted or enforced against the Bank or any of its officers, employees or agents or under the Trust Agreement, on account of this Agreement or on account of any warranty, indemnity, representation, covenant, undertaking or agreement.

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The parties have executed this Agreement as of the date set forth above.

MARINA BANK

By: James R. Gaudin  
VICE PRESIDENT

NATIONAL BOULEVARD BANK OF CHICAGO, not personally but solely as Trustee as aforesaid

By: [Signature]  
ASST. VICE PRESIDENT

Guarantors:

James R. Coufal  
JAMES COUFAL

Judith Coufal  
JUDITH COUFAL

Howard Wilcox  
HOWARD WILCOX

Joan Wilcox  
JOAN WILCOX

ATTEST

[Signature]  
ASST. TRUST OFFICER

As used by the National Boulevard Bank of Chicago, its successor through merger.

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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, duly commissioned and sworn hereby testify that James R. Gardner a Vice President of MARINA BANK, an Illinois banking corporation and 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 as such \_\_\_\_\_ he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 29th day of October, 1985.

Mary Sullivan  
NOTARY PUBLIC

MY COMMISSION EXPIRES  
MAY 24, 1987

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, duly commissioned and sworn, hereby certify that on behalf of NATIONAL BOULEVARD BANK OF CHICAGO, not individually, but solely as Trustee under Trust Number 6435 personally appeared before me ALEX J. BERESOFF and Charles A. Vrba its ASST. VICE PRESIDENT and ASST. TRUST OFFICER, respectively, and acknowledged the execution of the foregoing Agreement.

GIVEN under my hand and seal this 30th day of October, 1985.

Marian Robinson  
NOTARY PUBLIC

My Commission Expires April 28, 1986

As used herein, the words "National Boulevard Bank of Chicago" shall mean BOULEVARD BANK NATIONAL ASSOCIATION, its successor through merger.

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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, hereby certify that JAMES COUFAL, JUDITH COUFAL, HOWARD WILCOX and JOAN WILCOX who are personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

October GIVEN under my hand and seal this 29th day of October, 1987.

  
\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES  
MAY 24, 1987

Return to

BOX 333 - HV

This Instrument Was Prepared By;  
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MUCH SHELIST FREED DENENBERG AMENT & EIGER, P.C.  
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NOTARY PUBLIC

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## EXHIBIT A

### Legal Description

THE SOUTH 3/4 FEET OF LOT 76 IN C. J. FORD'S SUB-DIVISION OF BLOCK 19 IN OGDEN'S SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH EAST 1/4 OF NORTH WEST 1/4 AND SOUTH WEST 1/4 OF NORTH EAST 1/4 AND EAST 1/2 OF SOUTH EAST 1/4) IN COOK COUNTY, ILLINOIS.

PTAU: 14-19-223-045 <sup>Chgo.</sup>

3701 N. Paulina

Chgo, IL

Property of Cook County Clerk's Office

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