

UNOFFICIAL COPY

87077446

LOAN MODIFICATION AGREEMENT

MAIN

146
\$17.00

AGREEMENT, is made and entered into as of December 18, 1986 by and between MID TOWN BANK AND TRUST COMPANY OF CHICAGO, an Illinois Corporation ("BANK"), CHICAGO TITLE AND TRUST COMPANY OF CHICAGO, an Illinois Corporation ("TRUSTEE"), MAIN BANK as successor by merger to WHEELING TRUST AND SAVINGS BANK as Trustee under Trust Agreement dated August 18, 1978 and known as Trust No. 78-359 ("BORROWER"), and Kenneth and Catherine Riha ("GUARANTOR(S)").

WHEREAS:

1. The BORROWERS have heretofore executed a Principal Note dated September 18, 1985 in the principal amount of Fifty Thousand and 00/100 (\$50,000.00) Dollars ("NOTE"), of which the BANK is presently the holder;
2. The NOTE is secured by a Trust Deed dated September 18, 1985 and recorded in the Recorders Office of Cook County, Illinois as document number 85 208 468 ("TRUST DEED"), conveying to TRUSTEE certain real estate described in Exhibit "A" attached hereto and by this reference incorporated herein ("REAL ESTATE");
3. The NOTE is further secured by an Assignment of Rents of even date therewith and recorded in the Recorders Office of Cook County, Illinois as document number 85 208 469 ("ASSIGNMENT OF RENTS") assigning all the rents and profits from the REAL ESTATE;
4. The NOTE is further secured by a Collateral Assignment of the Beneficial Interest in that certain Land Trust which is known as MAIN BANK as successor by merger to WHEELING TRUST AND SAVINGS BANK as Trustee under Trust Agreement dated August 18, 1978 and known as Trust No. 78-359 ("ASSIGNMENT OF BENEFICIAL INTEREST") which Land Trust holds title to the described REAL ESTATE;
5. The BANK has disbursed to BORROWERS the sum of Fifty Thousand and 00/100 (\$50,000.00) Dollars which amount represents the entire principal sum of the indebtedness evidenced by the NOTE;
6. The interest rate evidenced on said NOTE is one (1) percentage point over the prime interest rate in effect from time to time at Mid Town Bank and Trust Company of Chicago.
7. The maturity date evidenced on said NOTE is ON DEMAND.
8. The BORROWER and the GUARANTOR(S) desire to amend the interest rate and the repayment terms evidenced by the NOTE;
9. The BANK has agreed to such modification pursuant to the terms and conditions of a commitment of the BANK dated December 18, 1986 ("Commitment").

NOW THEREFORE, notwithstanding anything contained in the NOTE, TRUST DEED, and ASSIGNMENT OF RENTS, and in consideration of the mutual covenants, conditions, and premises contained herein, the PARTIES HERETO AGREE AS FOLLOWS:

- a. The principal amount outstanding as of this date is Fifty Thousand and 00/100 (\$50,000.00) Dollars.
- b. The interest rate is amended as follows:

Interest shall be calculated at the rate of two (2) percentage points over the prime interest rate in effect from time to time at Mid Town Bank and Trust Company of Chicago. The prime interest rate is subject to change.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 FEB -9 AM 10:18

87077446

87077446

PRESIDED

UNOFFICIAL COPY

THE STATE OF ILLINOIS

IN SENATE, January 11, 1901.

REPORT

OF THE

COMMISSIONERS OF THE LAND OFFICE

FOR THE YEAR 1900.

CHICAGO

Printed and bound by the State Printer, Chicago, Ill.

Copyright, 1901, by the State of Illinois.

Published by the State Printer, Chicago, Ill.

Price, 50 cents.

For sale by the State Printer, Chicago, Ill.

Accepted for mailing at special rate of postage provided for in Act of October 3, 1917, authorized on July 11, 1918.

Postage paid at Chicago, Ill.

Permit No. 1000, Chicago, Ill.

Published by the State Printer, Chicago, Ill.

Printed and bound by the State Printer, Chicago, Ill.

Copyright, 1901, by the State of Illinois.

Published by the State Printer, Chicago, Ill.

Price, 50 cents.

For sale by the State Printer, Chicago, Ill.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MAIN

87077446

LOAN MODIFICATION AGREEMENT

\$17.00

THIS AGREEMENT, is made and entered into as of December 18, 1986 by and between MID TOWN BANK AND TRUST COMPANY OF CHICAGO, an Illinois Corporation ("BANK"), CHICAGO TITLE AND TRUST COMPANY OF CHICAGO, an Illinois Corporation ("TRUSTEE"), MAIN BANK as successor by merger to WHEELING TRUST AND SAVINGS BANK as Trustee under Trust Agreement dated August 18, 1978 and known as Trust No. 78-359 ("BORROWER"), and Kenneth and Catherine Riha ("GUARANTOR(S)").

WHEREAS:

1. The BORROWERS have heretofore executed a Principal Note dated September 18, 1985 in the principal amount of Fifty Thousand and 00/100 (\$50,000.00) Dollars ("NOTE"), of which the BANK is presently the holder;
2. The NOTE is secured by a Trust Deed dated September 18, 1985 and recorded in the Recorders Office of Cook County, Illinois as document number 85 208 468 ("TRUST DEED"), conveying to TRUSTEE certain real estate described in Exhibit "A" attached hereto and by this reference incorporated herein ("REAL ESTATE");
3. The NOTE is further secured by an Assignment of Rents of even date therewith and recorded in the Recorders Office of Cook County, Illinois as document number 85 208 469 ("ASSIGNMENT OF RENTS") assigning all the rents and profits from the REAL ESTATE;
4. The NOTE is further secured by a Collateral Assignment of the Beneficial Interest in that certain Land Trust which is known as MAIN BANK as successor by merger to WHEELING TRUST AND SAVINGS BANK as Trustee under Trust Agreement dated August 18, 1978 and known as Trust No. 78-359 ("ASSIGNMENT OF BENEFICIAL INTEREST ") which Land Trust holds title to the described REAL ESTATE;
5. The BANK has disbursed to BORROWERS the sum of Fifty Thousand and 00/100 (\$50,000.00) Dollars which amount represents the entire principal sum of the indebtedness evidenced by the NOTE;
6. The interest rate evidenced on said NOTE is one (1) percentage point over the prime interest rate in effect from time to time at Mid Town Bank and Trust Company of Chicago.
7. The maturity date evidenced on said NOTE is ON DEMAND.
8. The BORROWER and the GUARANTOR(S) desire to amend the interest rate and the repayment terms evidenced by the NOTE;
9. The BANK has agreed to such modification pursuant to the terms and conditions of a commitment of the BANK dated December 18, 1986 ("Commitment").

NOW THEREFORE, notwithstanding anything contained in the NOTE, TRUST DEED, and ASSIGNMENT OF RENTS, and in consideration of the mutual covenants, conditions, and premises contained herein, the PARTIES HERETO AGREE AS FOLLOWS:

- a. The principal amount outstanding as of this date is Fifty Thousand and 00/100 (\$50,000.00) Dollars.
- b. The interest rate is amended as follows:

Interest shall be calculated at the rate of two (2) percentage points over the prime interest rate in effect from time to time at Mid Town Bank and Trust Company of Chicago. The prime interest rate is subject to change.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 FEB -9 AM 10:18

87077446

87077446

PROHIBITED TO RELEASE DEPT

UNOFFICIAL COPY

THE STATE OF ILLINOIS

IN SENATE, January 14, 1963.

REPORT

OF THE

COMMISSIONERS OF THE STATE BOARD OF EDUCATION

FOR THE YEAR 1962

AND

THE ANNUAL REPORT OF THE

STATE BOARD OF EDUCATION

FOR THE YEAR 1962

AND

THE ANNUAL REPORT OF THE

STATE BOARD OF EDUCATION

FOR THE YEAR 1962

100

Property of Cook County Clerk's Office

UNOFFICIAL COPY


87077446

- c. Monthly payments of \$5,000.00 principal plus interest shall be payable beginning the 25th day of January, 1987, and on the 25th day of each and every month thereafter until the Change Date or until said Note is fully paid.
- d. Except as modified herein, the terms, covenants and conditions of the TRUST DEED, and ASSIGNMENT OF RENTS shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the terms of this agreement and the terms of the NOTE and/or TRUST DEED, and ASSIGNMENT OF RENTS, the terms herein shall control.
- e. The lien of the TRUST DEED and ASSIGNMENT OF RENTS are hereby modified as security for the payment of the principal sum evidenced by the NOTE and amended by this MODIFICATION AGREEMENT.
- f. This agreement shall be governed by and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and the year first written above.

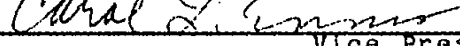
MID TOWN BANK AND TRUST COMPANY OF CHICAGO ("BANK")

By: 
James W. Nelson, Senior Vice President

Attest: 
Deborah Stepanites, Assistant Secretary

BORROWER:

MAIN BANK as successor by merger to WHEELING TRUST AND SAVINGS BANK, as Trustee, as foresaid, and not personally,

By: 
Vice President


Attest: 
Assistant Secretary

CHICAGO TITLE AND TRUST COMPANY OF CHICAGO ("TRUSTEE")

By: 
ASST. VICE PRESIDENT

Attest: 
ASST. SECRETARY

GUARANTORS:


Kenneth Riha


Catherine Riha

RECORDED & INDEXED
MAY 19 1987
CLERK OF COUNTY

87077446

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2014-01-01

UNOFFICIAL COPY

1986 12 18 4 4 6

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY**, that James W. Nelson, Senior Vice President of Mid Town Bank and Trust Company of Chicago, an Illinois corporation, and Deborah Stephanites, Assistant Secretary of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Assistant 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 acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as her 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 December 18, 1986.

Notary Public

Carroll D. Rosario

My commission expires:

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 23, 1988
ISSUED THRU ILL. NOTARY ASSOC.

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY**, that Kenneth Riha and Catherine Riha, (his wife) personally 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 December 18, 1986.

Notary Public

Carroll D. Rosario

My commission expires:

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 23, 1988
ISSUED THRU ILL. NOTARY ASSOC.

87077446

UNOFFICIAL COPY

07077446

EXHIBIT "A"

THAT PART OF LOTS 18 AND 19 LYING SOUTHERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 19, 2.49 FEET NORTH OF THE (SOUTHWEST CORNER OF SAID LOT 19, (AS MEASURED ALONG THE WESTERLY LINE THEREOF) TO A POINT IN THE EASTERLY LINE OF SAID LOT 18, SAID EASTERLY LINE BEING A CURVE CONVEX EASTERLY HAVING A RADIUS OF 328.0 FEET, SAID POINT BEING 6.11 FEET (ARC MEASURE) SOUTHERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 18 ALL IN VILLE DU PARC, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID NOS.:

~~04-081-02-031~~
~~04-081-02-032~~

H00

04-08-402-031-18
-032-19

PROPERTY ADDRESS: 3028 RENNES COURT, NORTHBROOK

Property of Cook County Clerk's Office

07077446

UNOFFICIAL COPY

"A" TESTAM

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at Chicago, Illinois, this 1st day of January, 1906.

CLERK OF COOK COUNTY

Witness my hand and seal of office at Chicago, Illinois, this 1st day of January, 1906.

CLERK OF COOK COUNTY

CLERK OF COOK COUNTY

UNOFFICIAL COPY

Property of Cook County Clerk's Office

EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the MAIN BANK or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

MAIN BANK,

Clerk's Office

87077446

UNOFFICIAL COPY

BOX 333 (B)

MAIL TO

MID TOWN BKE TRUST Co. OF Chgo

2021 N. Clark St

Chgo, IL 60614

ATTN: Jo Schofield

Property of Cook County Clerk's Office

08/21/2014