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Property Address: 802 East Devon Avenue, Bartlett, Illinois
Permanent Tax Number: 06-35-400-009-0000 and 06-35-400-019-0000 **BOX 333 - GG**

PREPARED BY:
Freeman & Cohen
2 N. LaSalle
Suite 1400
Chicago IL 60602

RETURN TO:
Freeman & Cohen
2 N. LaSalle
Suite 1400
Chicago IL 60602

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CFR 917-1 4/8/87 4/10/87 (a) 4/10/87 (b) 5/28/87 5/29/87 5/30

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT is entered into this 30th day of April, 1987 by and between LaSalle National Bank, not personally, but as Trustee under Trust Agreement dated May 14, 1984 and known as Trust No. 108072 ("Mortgagor"), Cohen Financial Corporation, a Delaware corporation ("Mortgagee"), and Thomas A. Mallan and Linda S. Mallan (Mr. Mallan and Ms. Mallan are collectively referred to herein as the "Guarantors").

W I T N E S S E T H:

WHEREAS, Mortgagor has executed and delivered to Mortgagee a promissory note ("Note") dated December 19, 1986 in the principal sum of four hundred twenty-five thousand dollars (\$425,000.00); and

WHEREAS, payment of the Note is secured by that certain mortgage ("Mortgage") dated December 19, 1986 and recorded on February 18, 1987 as document no. 87096438 which Mortgage encumbers the real property legally described in Exhibit A attached hereto; and

WHEREAS, Guarantors have executed that certain guaranty agreement ("Guaranty") dated December 19, 1986; and

WHEREAS, Mortgagee is the legal owner and holder of the Note and Mortgage; and

WHEREAS, Mortgagor and Mortgagee have agreed to modify the Note and the Mortgage as hereinafter set forth; and

WHEREAS, Guarantors hereby consent to the modifications of the Note and

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the Mortgage as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration the receipt whereof is hereby acknowledged, Mortgagor, Guarantors, and Mortgagee agree that the Note and the Mortgage shall be and are hereby modified as follows:

1. The second sentence of the first grammatical paragraph of page 1 of the Mortgage shall be deleted and the following sentence shall be substituted therefor:

"The final payment of principal and interest, if not sooner paid, shall be due on the first day of October, 1996."

2. The text of the first page of the Note shall be deleted and the following shall be substituted therefor:

"FOR VALUE RECEIVED, LaSalle National Bank, not personally, but as Trustee under Trust Agreement dated May 14, 1984, and known as Trust Number 108072 (hereinafter referred to as "Maker") promises to pay to the order of Cohen Financial Corporation, a Delaware corporation ("Payee"), at its offices at 2 N. LaSalle St., Suite 1400, Chicago, Illinois, 60602, or such other place as the holder hereof from time to time may designate in writing, the principal sum of four hundred twenty-five thousand dollars (\$425,000.00) on or before October 1, 1996, together with interest on the balance of principal remaining from time to time unpaid at the Loan Rate (as hereinafter defined) per annum to the date that this Note is purchased by Equitable Life Insurance Company of Iowa ("Equitable") (the period from the date of disbursement of the Loan evidenced hereby to the date that this Note is purchased by Equitable shall be referred to herein as the "Floating Interest Period") and thereafter at the rate of ten and one-half percent (10.5%) per annum to be paid in lawful money of the United States of America as follows:

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1. Accrued interest only at the Loan Rate per annum shall be paid on the first day of the month following the first disbursement of the loan evidenced hereby and on the first day of each month thereafter during the Floating Interest Period.

The Loan Rate shall be determined from day to day and on each day during the Floating Interest Period, based on the Prime Rate (as hereinafter defined) on the applicable day, or if the applicable day is a day on which said Prime Rate is not quoted, the nearest prior day on which said Prime Rate is quoted. The Loan Rate shall be an interest rate equal to two percent (2%) over the Prime Rate. The Prime Rate shall mean the per annum rate of interest announced or publicly published from time to time by American National Bank and Trust Company of Chicago ("American") at its principal place of business in Chicago, Illinois, as its base, prime or equivalent rate of interest; provided, that if American ceases to use the term "Prime Rate" in setting a base rate of interest for commercial loans then the Prime Rate herein shall be determined by reference to the rate used by American as such a base as designated by Payee to Maker.

2. Commencing on the first day of the first month following the end of the Floating Interest Period, and continuing on the first day of each succeeding month thereafter to and including September 1, 1996, installments of principal and interest shall be due and payable in the amount of four thousand twelve dollars and seventy-seven cents (\$4,012.77) each. The final installment, payable on October 1, 1996, shall be in the full amount of principal and interest then remaining unpaid.

Said installments of principal and interest referred to in the above paragraph shall be applied first to interest on this Note at the rate of ten and one-half percent (10.5%) per annum on the unpaid principal balance and the

balance there of shall be applied to principal.

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During the Floating Interest Period, interest shall be computed on the basis of a 360-day year and actual days elapsed. From and after the end of the Floating Interest Period, interest shall be computed on the basis of a 30-day month and a 360-day year."

3. The term "Note" as used in the Mortgage shall mean the Note as modified herein; and

4. Except as modified herein, the Note and Mortgage shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Agreement to be executed as of the day and year first above written.

LaSalle National Bank, not personally,
but as Trustee as aforesaid.

By: [Signature]
Its: _____

Attest: [Signature]
By: _____
Its: _____

Cohen Financial Corporation, a Delaware corporation

By: [Signature]
Its: _____

Attest: _____
By: [Signature]
Its: [Signature]

Consented to by:

[Signature]
Thomas A. Mallan, a guarantor
[Signature]
Linda S. Mallan, a guarantor

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EXHIBIT A

Legal Description of the Land

PARCEL 1:

Lot 1 in Bartlett Industrial Park, being a subdivision of part of the Southeast 1/4 of Section 35 and part of the Southwest 1/4 of Section 36, Township 41 North, Range 9, East of the Third Principal Meridian, in the Village of Bartlett in Cook County, Illinois;

ALSO

PARCEL 2:

The East 15 feet (as measured at right angles to the South line of the above said Lot 1) of the following parcel: Commencing at the Southeast corner of Section 35, Township 41 North, Range 9 East of the Third Principal Meridian, thence Westerly along the South line of said Southeast 1/4, a distance of 703.33 feet to the Southwest corner of Bartlett Industrial Park, being a subdivision of part of Section 35 and Section 36 aforesaid, for the point of beginning, thence Northerly along the West line of said Bartlett Industrial Park and parallel with the East line of said Southeast 1/4, a distance of 777.32 feet to the Southerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad, thence Northwesterly along said Southerly right of way line, a distance of 672.19 feet, thence Southerly parallel with the East line of the Southeast 1/4 of said Section 35, a distance of 900.09 feet to the South line of said Southeast 1/4, thence Easterly along said South line, a distance of 665.0 feet to the point of beginning, all in Cook County, Illinois;

ALSO

PARCEL 3:

Easement for the benefit of Parcels 1 and 2 as created by grant from Western Acadia, Inc., a corporation of Illinois, to LaSalle National Bank, a national banking association, as Trustee under Trust Agreement dated January 30, 1974, known as Trust No. 47073, dated February 1, 1974 and recorded October 3, 1974 as Document 22866215 to construct, install, alter, maintain, renew and operate a railroad switch track and all other necessary appurtenances, equipment or facilities for the purpose of providing railroad service over and across the land described as follows:

That part of the Southeast 1/4 of Section 35, Township 41 North Range 9 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Commencing at the intersection of the Southerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad with a line that is 15.00 feet West of (as measured at right angles) and parallel with the West line of Lot 1 in Bartlett Industrial Park, being a subdivision of part of the South East 1/4 of Section 35 and part of the South West 1/4 of Section 36, Township and Range aforesaid; thence Southerly along said parallel line, a distance of 116.73 feet for the point of beginning; thence continuing Southerly along said parallel line, a distance of 540.25 feet; thence Northwesterly along a line that forms an angle of 176 degrees 47 minutes and 43 seconds to the right with the prolongation of the last described course, a distance of 348.38 feet; thence Northwesterly along a curve to the left having a radius of 407.38 feet and to a point on the Southerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad, that is 275.19 feet Northwesterly of (as measured along said Southerly right-of-way line) the North West corner of Lot 1, aforesaid; thence Southeasterly along said Southerly right-of-way line, a distance of 161.02 feet; thence Southerly along a curve to the right having a radius of 477.38 feet, a distance of 164.77 feet to the point of beginning, in Cook County, Illinois.

commonly known as 802 E. Devon Avenue, Bartlett, Illinois.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Vicki Seiden, a Notary Public in
and for said County, in the State aforesaid, DO HEREBY
CERTIFY THAT JOSEPH W. LANG Vice President of

Clifford Scott-Budnick, ~~Assistant Trust Officer/~~
~~Assistant Cashier/Assistant Secretary~~ of said Bank, who are
personally known to me to be the same persons whose names
are subscribed to the foregoing instrument as such
President, and ~~Assistant Trust Officer/Assistant Cashier/~~
~~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 act and
as the free and voluntary act of said Bank as Trustee as
aforesaid, for the uses and purposes therein set forth; and
the said ~~Assistant Trust Officer/Assistant Cashier/Assistant~~
~~Secretary~~ then and there acknowledged that W, as
Custodian of the seal of said Bank, did affix the seal to
said instrument as his own free and voluntary act and
as the free and voluntary act of said Bank as Trustee as
aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of
June, A.D. 1987.

Vicki Seiden
Notary Public

My Commission expires:

5-23-88

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STATE OF

) SS.

COUNTY OF

7 JUN 23 PM 3:17

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I, Judith Gancos, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald James and Martha Bong, personally known to me to be the vice President and asst. Secretary of COHEN FINANCIAL CORPORATION, and 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 as such vice President and asst Secretary they signed and delivered the said instrument as vice President and asst Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of May, 1987

Judith G. Gancos
Notary Public

My Commission expires February 15, 1989.

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STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, Barbara A. Wolf, a Notary Public
in and for and residing in said County, in the State aforesaid
DO HEREBY CERTIFY THAT Thomas A. Mallan,
who is personally known to me to be the same person whose
name is subscribed in the foregoing instrument, appeared before
me this day in person and acknowledged that he signed, sealed
and delivered the said instrument as his free and voluntary act,
for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of
May, 1987

Barbara A. Wolf
Notary Public

My Commission expires:

4-6-89

Property of Cook County Clerk's Office

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STATE OF Illinois)
COUNTY OF Cook) SS.

I, Barbara A. Wolf, a Notary Public
in and for and residing in said County, in the State aforesaid
DO HEREBY CERTIFY THAT Linda S. Mallan
who is personally known to me to be the same person whose
name is subscribed in the foregoing instrument, appeared before
me this day in person and acknowledged that he signed, sealed
and delivered the said instrument as his free and voluntary act,
for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10th day of
May 19 87

Barbara A. Wolf
Notary Public

My Commission expires:

4-6-89

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