

LOAN MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into as of the 2nd day of May, 1988, by and between FIRST OF AMERICA BANK - GOLF MILL, an Illinois Corporation ("BANK"), and LA SALLE NATIONAL BANK, Not Personally, but solely as Trustee under Trust Agreement dated November 13, 1979, and known as Trust Number 101956 ("BORROWER").

WHEREAS:

A. The BORROWER has heretofore executed an Instalment Note dated December 1, 1986 in the principal amount of Three Hundred Twenty Five Thousand and no/100 DOLLARS (\$225,000.00) ("NOTE") of which the BANK is presently the holder;

B. The NOTE is secured by a Mortgage dated December 1, 1986 and recorded in the Recorder's Office of Cook County, Illinois on December 19, 1986 as Document Number 86609169 ("MORTGAGE") conveying to BANK certain real estate described in "Exhibit A - Parcel 1" attached hereto and by this reference incorporated herein ("REAL ESTATE");

C. The NOTE is further secured by an Assignment of Rents bearing even date therewith and recorded in the Recorder's Office of Cook County, Illinois on December 19, 1986 as Document Number 86609170 ("ASSIGNMENT OF RENTS") assigning all the rents and profits from the REAL ESTATE;

D. The NOTE is further secured by a Second Mortgage dated December 1, 1986 and recorded in the Recorder's Office of Cook County, Illinois on December 19, 1986 as Document Number 86609167 ("SECOND MORTGAGE") conveying to BANK certain real estate described in "Exhibit A - Parcel 2" attached hereto and by this reference incorporated herein ("REAL ESTATE");

E. The NOTE is further secured by an Assignment of Rents bearing even date therewith and recorded in the Recorder's Office of Cook County, Illinois on December 19, 1986 as Document Number 86609168 ("ASSIGNMENT OF RENTS") assigning all the rents and profits from the REAL ESTATE;

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F. The BANK has disbursed to BORROWER the principal sum evidenced by the NOTE and has received partial payments from the lien of the hereinabove described;

G. BORROWER has requested BANK to extend the date required for the payment of the hereinabove described NOTE, MORTGAGE, and SECOND MORTGAGE;

H. BANK has agreed to extend the due date for the payment of the NOTE, MORTGAGE, and SECOND MORTGAGE provided BORROWER agrees to the following terms and conditions;

NOW THEREFORE, in consideration of the mutual covenants, premises and conditions herein contained and the payment of the sum of TEN AND NO/100 DOLLARS (\$10.00) the receipt of which is hereby acknowledged, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The due date for the payment of the NOTE is extended from January 1, 1990 to May 2, 1993.

2. It is agreed, as of the date hereof, the unpaid principal balance evidenced by the NOTE is Three Hundred Eleven Thousand Seven Hundred Forty and 24/100 DOLLARS (\$311,740.24).

3. In consideration of BANK extending the due date to May 2, 1993, BORROWER agrees that the interest rate and payment of said interest on the principal sum and the payment of the principal sum all evidenced by the NOTE shall be amended as follows:

Interest shall be payable on the principal sum from May 2, 1988 on the balance of principal remaining from time to time unpaid at the rate of 10.25 percent per annum in instalments (principal and interest) as follows:

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Six Thousand Six Hundred Sixty One and 97/100 DOLLARS (\$6,661.97) on the 1st day of June, 1988 and on the 1st day of each and every month thereafter until the NOTE is fully paid except that the final payment of both principal and interest, if not sooner paid, shall be due on the 2nd day of May, 1993.

4. In the event a payment is ten (10) or more days past due, a late charge of Five Percent (5.0%) of the total payment amount or \$333.10 shall be due and payable.

5. The lien of the MORTGAGE, SECOND MORTGAGE, and ASSIGNMENT OF RENTS (2) are hereby modified and extended as security for the payment of the NOTE.

6. Except as modified herein, the terms, covenants, and conditions of the NOTE, MORTGAGE, SECOND MORTGAGE, and ASSIGNMENT OF RENTS (2) 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 MORTGAGE, SECOND MORTGAGE, and ASSIGNMENT OF RENTS (2), the terms herein shall control.

7. This Loan Modification and Extension Agreement shall in no way be construed as a release of BANK'S original loan and shall in no way prejudice its rights in connection therewith.

8. This Agreement shall be governed by and construed under the laws of the State of Illinois.

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

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

BANK:

BORROWER:

FIRST OF AMERICA BANK - GOLF MILL

LA SALLE NATIONAL BANK,  
Not Personally, But As Trustee under  
Trust No. 101956

By: Robert L. Taraszewski  
Robert L. Taraszewski  
Vice President

By: [Signature]  
ASSISTANT VICE PRESIDENT

Attest: William V. Iaculla  
William V. Iaculla  
Vice President

Attest: [Signature]  
ASSISTANT SECRETARY

GUARANTORS CONSENT TO  
LOAN MODIFICATION AND EXTENSION AGREEMENT

The undersigned, endorser or endorsers, guarantor or guarantors or other secondary obligator or obligors, including an original unreleased borrower or borrowers hereby consent to the changes set forth in this Loan Modification and Extension Agreement herein and by their signature state their continuing obligation to be bound under the terms of the Note.

[Signature]  
Peter Soce

[Signature]  
Ivanka Soce

COOK COUNTY, ILLINOIS  
FIELD OFFICE

1988 MAY 31 PM 2:15

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This instrument is a copy of the original instrument recorded in Cook County, Illinois, on 11/15/2011.

This instrument is executed by LASALLE NATIONAL BANK, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LASALLE NATIONAL BANK by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL BANK, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL BANK, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said Trustee and its successors and said LASALLE NATIONAL BANK personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien hereof, in the manner provided hereunder and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

11/15/2011

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COOK COUNTY CLERK'S OFFICE

This instrument is a copy of the original instrument recorded in Cook County, Illinois, on 11/15/2011.

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## "EXHIBIT A"

### PARCEL 1

Lots 23 and 24 in Goodson and Wilson's Fifth Devon Cicero Avenue Addition, being a subdivision of part of the South 35 acres of the West Half (1/2) of the South West Quarter (1/4) of Section 34, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 10-34-314-034

Property Address: 6520 North Keating  
Lincolnwood, Illinois 60646

### PARCEL 2

The East Half (1/2) of Lot 148 and all of Lots 149, 150, 151, and 152 in William H. Britgan's Budlong (Woods) Golf Club Addition being a subdivision of the South Half (1/2) of the West Half (1/2) of the North East Quarter (1/4) of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian, all in Cook County, Illinois.

Permanent Index Numbers: 13-12-223-041 and 13-12-223-042

Property Address: 2600-2610 West Berwyn Avenue  
Chicago, Illinois 60625

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Property of Cook County Office

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK

I, EVELYN F. MOORE a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT CORINNE BEK Assistant Vice President of LA SALLE NATIONAL BANK, and RITA SLIMM WELTER Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of July,  
A.D. 1988

Evelyn F. Moore  
Notary Public

My Commission Expires: 8/9/89

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STATE OF ILLINOIS) SS  
COUNTY OF Cook )

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I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Peter Soce and Ivanka Soce

personally known to me to be the same person s whose name s subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10. day of May, 1988.

Theresa M. Conuly  
Notary Public

Property of Cook County Clerk's Office

Prepared by  
& mail to:

FIRST OF AMERICA BANK - GOLF M. I.  
9101 GREENWOOD AVE  
NILES, IL 60648  
ATTN: KAREN PRUBAN

BOX 333 - HW

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03/15/2008

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