

MAIL TO

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\$18.00

## FIRST AMENDMENT TO MORTGAGE AND COLLATERAL ASSIGNMENT OF LEASE(S) AND RENT(S)

This First Amendment to Mortgage dated March 20, 1987 is made on May 27, 1988 between TERRY FOUKS (hereinafter referred to as "Mortgagor") and NBD SKOKIE BANK, N.A., formerly known as FIRST NATIONAL BANK OF SKOKIE, a national banking association, having an office at 8001 Lincoln Avenue, Skokie, IL. 60077 (herein referred to as "Mortgagee").

### W I T N E S S :

WHEREAS, Mortgagor has been and is indebted to Mortgagee in the principal amount of \$375,000 together with interest thereon from March 20, 1987 and after the date hereof at the rates provided in that certain Substituted Mortgage Note ("Substituted Mortgage Note"), a copy of which is attached hereto as Exhibit "1".

WHEREAS, said Substituted Mortgage Note re-evidences an indebtedness originally evidenced by a Mortgage Note dated March 20, 1987 which said Mortgage Note was secured by a Mortgage and a Collateral Assignment of Lease(s) and Rent(s), each dated March 20, 1987 and recorded on April 7, 1987 in the office of the Recorder of Deeds of Cook County, Illinois as Documents 87183723 and 87183724, respectively.

WHEREAS, as a condition of modifying the term of the loan as is now evidenced by the aforesaid Substituted Mortgage Note, Mortgagee has required that Mortgagor amend the aforesaid Mortgage and Collateral Assignment of Lease(s) and Rent(s) on the "Premises" as hereinafter defined, and Mortgagor has therefore executed, acknowledged, and delivered this First Amendment to Mortgage and Collateral Assignment of Lease(s) and Rent(s) so that said Mortgage and said Collateral Assignment of Lease(s) and Rent(s) now secure the indebtedness evidenced by the aforesaid Substituted Mortgage Note.

WHEREAS, by said Mortgage, Mortgagor did present, grant, convey, and mortgage unto Mortgagee, its successors and assigns forever, the Real Estate and all of their estates, rights, titles, and interests therein situate in the County of Cook and State of Illinois, legally described as follows:

LOTS 29, 20 AND 31, IN BLOCK 1 IN CLARK AND MC CONNELL'S ADDITION TO LAKEVIEW A SUBDIVISION OF LOTS 31 AND 32, IN PINE GROVE A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 627-641 W. ROSCOE, CHICAGO, IL

PERMANENT INDEX NO.: 14-21-308-027-0000

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NOW THEREFORE, Mortgagor agrees and covenants with Mortgagee that:

1. The Mortgage and Collateral Assignment of Lease(s) and Rent(s), each dated March 20, 1987 and each recorded on April 7, 1987 in the office of the Recorder of Deeds of Cook County, Illinois as Documents 87183723 and 87183724, respectively, conveying to the Mortgagee the real estate legally described above, are herewith amended to secure payment to Mortgagee of the indebtedness of \$375,000 evidenced by the Substituted Mortgage Note dated May 27, 1988 attached hereto as Exhibit "1".

2. In all respects, other than those expressly amended or substituted hereby, Mortgagor does hereby ratify and confirm the provisions, terms, and conditions of the Mortgage and Collateral Assignment of Lease(s) and Rent(s) each dated March 20, 1987 and each recorded on April 7, 1987 in the office of the Recorder of Deeds of Cook County, Illinois as Documents 87183723 and 87183724, respectively,

  
\_\_\_\_\_  
TERRY FOUKS

X This instrument prepared by:  
Mr. William B. Weidenaar  
One N. LaSalle Street  
Chicago, Illinois 60602

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

I, RIZALIND H. CALD JR., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that TERRY FOUKS, 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 she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15<sup>th</sup> day of JUNE, 1988.

Rizalind H. Cald Jr.  
Notary Public

My commission expires:

\_\_\_\_\_ 19\_\_

OFFICIAL SEAL  
RIZALIND H. CALD, JR.  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 4/6/91

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## SUBSTITUTED MORTGAGE NOTE

\$375,000.00

May 27, 1988

FOR VALUE RECEIVED, TERRY FOUKS, (the "MAKER"), hereby promises to pay on August 31, 1988 to NBD SKOKIE BANK, N.A. formerly known as FIRST NATIONAL BANK OF SKOKIE, ("Bank"), a national banking association, having its principal office at 8001 Lincoln Avenue, Skokie, IL 60077, the principal sum of THREE HUNDRED AND SEVENTY FIVE THOUSAND (\$375,000) DOLLARS (or such lesser principal sum as may actually be then outstanding owing to the Bank under this Substituted Mortgage Note) and interest at the times and at the interest rate specified below.

The Interest Rate payable hereunder shall be calculated daily on the outstanding principal balance on the basis of a 360 day year and shall be one and one-half (1.5%) per cent per annum in excess of the Bank's prime rate of interest in effect from time to time. The Interest Rate shall change if and when the Bank's prime rate changes, and any such change in the Interest Rate shall be effective as of the date of the respective change in the prime rate. The term "prime rate" as used herein shall mean at any time the prime rate of the Bank as announced from time to time in effect by the Bank at its main office. It is expressly agreed that the use of the term "prime rate" is not intended to mean, nor does it imply that said rate of interest is a preferred rate of interest of one which is offered by the Bank to its most credit worthy customers. After maturity, whether by acceleration or otherwise, the Default Interest Rate on the outstanding principal balance shall be three (3%) per cent per annum, plus the Interest Rate specified above.

MAKER shall pay interest monthly, on the fifteenth (15th) day of each month, on amounts actually disbursed by the Bank and outstanding from time to time under this Substituted Mortgage Note. Interest on any disbursement shall begin to accrue as of the date thereof. All payments hereunder shall be first applied to interest due and the remainder to principal.

The Bank may impose a late charge of five (5%) per cent of the amount of interest due in any month in which the monthly payment is received more than fifteen (15) days after its due date.

Payments of both principal and interest are to be made at such place as the legal holders of this Substituted Mortgage Note may from time to time appoint and in the absence of such appointment, at the office of the Bank noted above.

This Substituted Mortgage Note modifies and re-evidences a Mortgage Note dated March 20, 1987 in the amount of \$375,000 then made by MAKER and delivered by her to the Bank to evidence an indebtedness of \$375,000. The indebtedness represented by this Substituted Mortgage Note represents the unpaid portion of the

EXHIBIT "1"

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indebtedness evidenced by the aforesaid Mortgage Note. Accordingly, this Substituted Mortgage Note is not to be considered, and is in no way intended, to constitute a novation of the aforesaid Mortgage Note but is, rather, a modification of the term of repayment of such Mortgage Note.

The payment of this Substituted Mortgage Note is secured by (i) a Mortgage dated March 20, 1987 and recorded on April 7, 1987 in the office of the Recorder of Deeds of Cook County, Illinois as Document 87183723, and amended as of the date hereof, to the Bank on real estate in Cook County, Illinois; and (ii) a Collateral Assignment of Lease(s) and Rent(s) dated March 20, 1987 and recorded on April 7, 1987 in the office of the Recorder of Deeds of Cook County, Illinois as Document 87183724, and amended as of the date hereof, on said real estate (the "Loan Documents"). Said Loan Documents, including each of their provisions, are incorporated herein as if fully set forth.

It shall be an Event of Default under this Substituted Mortgage Note if

(i) There shall be a failure to provide the insurance specified in the Mortgage; or

(ii) There shall be a default for fifteen (15) days in making any monthly principal and interest payments required hereunder; or

(iii) There shall be a default for thirty (30) days in the performance or observance of any other term, covenant, or condition in this Substituted Mortgage Note, the Mortgage, or any other Loan Documents

In the Event of Default, the Bank shall have the right to

(i) Demand from the MAKER and the Guarantors of this Substituted Mortgage Note, (to the extent permitted by the Guaranty executed by the Guarantors and delivered by them to the Bank), the principal balance and unpaid interest due under this Substituted Mortgage Note, and the principal balances and any accrued but unpaid interest due under any other Mortgage Note owned by the Bank;

(ii) Foreclose the Mortgage;

(iii) Pursue any other remedies available to it under the provisions of the Mortgage or other Loan Documents.

The holder of this Substituted Mortgage Note may grant to MAKER, or any Guarantor of this Substituted Mortgage Note, any extension or extensions of time of payment hereof, in whole or in part; may grant a renewal or renewals of this Substituted Mortgage

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Note in whole or in part; may enter into a modification agreement or agreements with respect to the Mortgage or other Loan Documents which secure the payment of this Substituted Mortgage Note and may release a portion or portions of the real estate described in the Mortgage which secures the payment of this Substituted Mortgage Note, and no such extension, renewal, modification agreement or release shall in any way affect the undersigned's or Guarantors, obligations and liability upon this Substituted Mortgage Note except to the extent that for any such releases, payments are made to reduce the principal amount of this Substituted Mortgage Note.

In the event that this Substituted Mortgage Note is referred to an attorney for consultation or is placed in the hands of an attorney for collection or is collected by legal proceedings, MAKER agrees to pay all costs of such consultation or collection including reasonable attorney's fees.

The makers, endorsers, guarantors, sureties and all other parties liable for the payment of any sum due or to become due under the terms of this Substituted Mortgage Note severally waive presentment for payment, notice of dishonor and protest.



TERRY FOUKS

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