

Acct. # 0819150907
Note # 207365

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THIS INSTRUMENT PREPARED BY AND
PLEASE RETURN TO:
KIMBERLY K. ENDERS, ESQ.
100 WEST MONROE STREET #1100
CHICAGO, ILLINOIS 60603

Box 161

89021085

LOAN MODIFICATION AGREEMENT

This instrument is a Loan Modification Agreement ("Modification") by and among First Chicago Bank of Oak Park, an Illinois banking corporation ("Lender"); Austin Bank of Chicago as Trustee, and not individually, under Trust Agreement dated September 10, 1987 and known as its Trust No. 6361 ("Trustee") and Charles Hoover, Jr. ("Guarantor").

R E C I T A L S:

A. On April 11, 1988, Trustee executed a promissory note in the amount of \$1,225,000 ("Note") which evidenced a loan in the amount of \$1,225,000 ("Loan").

B. To secure the Note, Trustee executed and delivered to Lender on April 11, 1988 a Real Estate Mortgage and Assignment of Rents ("Mortgage") securing the property legally described on Exhibit A attached hereto, which Mortgage was recorded with the Recorder of Deeds of Cook County, Illinois on April 13, 1988 as Document No. 88-154189 and re-recorded on May 4, 1988 as Document No. 88-189685.

C. To further secure the Note Guarantor executed and delivered to Lender on April 11, 1988 his Guaranty of Note, Mortgage and Other Undertakings ("Guaranty").

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D. Trustee and Guarantor have requested that Lender modify the terms of the Loan as evidenced by the Note. Lender is agreeable to this request subject to the covenants, conditions and restrictions contained herein.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

1. The Note is hereby modified and amended in that subparagraph (b) of the first paragraph is hereby deleted and the following provisions are substituted in its place:

(b) The entire principal balance together with all accrued interest and all other amounts due hereunder shall be paid on July 1, 1989.

2. This Modification shall constitute an amendment of the Note, Mortgage and Guaranty, and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note ("Loan Documents") reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage, or the covenants, conditions and agreements therein contained or contained in the Note or Guaranty.

3. In the event of conflict between any of the provisions of the Note, Mortgage or Guaranty and this instrument, the provisions of this instrument shall override and control.

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4. Trustee and Guarantor acknowledge and confirm that by executing this Modification, Lender has not waived, altered or modified any of Lender's rights under the Loan Documents.

5. Trustee and Guarantor hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

6. Trustee and Guarantor hereby agree to pay all of Lender's expenses arising out of and in connection with this Modification including, but not limited to, title insurance premiums and attorneys' fees performed in the preparation of necessary documentation.

IN WITNESS WHEREOF, the parties hereto have executed this Modification on October 28, 1988 to take effect as of October 7, 1988.

TRUSTEE:

Austin Bank of Chicago, as Trustee under Trust Agreement dated 9/10/87 and known as its Trust No. 6361

BY: [Signature]

ITS Trust Officer

ATTEST: [Signature]

ITS Operations Officer

GUARANTOR:

[Signature]
Charles Hoover, Jr.

LENDER:

First Chicago Bank of Oak Park

BY: [Signature]

[Signature]
Sena Vico Rinaldi

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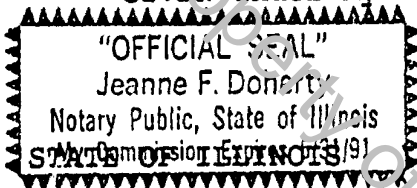
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STATE OF ILLINOIS)
COUNTY OF C O O K) SS

Officer

the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Rudolph C. Schoppe and Amelia T. Chiri, Vice President and Trust Officer and Operations Secretary, respectively, of Austin Bank of Chicago as Trustee as aforesaid, 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, and as the free and voluntary act of said Austin Bank of Chicago as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal October 28, 1988.

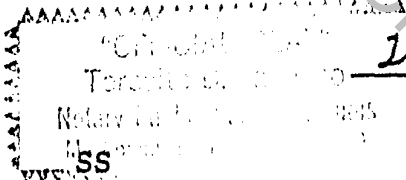


Jeanne F. Donerty
Notary Public

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

I, Teresita D. Pacheco, a Notary Public in and for the State and County aforesaid, do hereby certify that Charles Hoover, Jr., 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 he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal October 28, 1988.



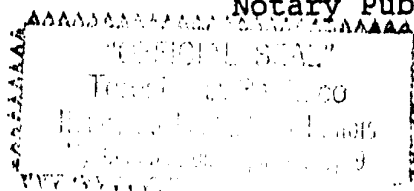
Teresita D. Pacheco
Notary Public

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

I, Teresita D. Pacheco, a Notary Public in and for the State and County aforesaid, do hereby certify that Gary S. Collins, Sr. Vice President of First Chicago Bank of Oak Park, 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 he signed and delivered the 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 October 28, 1988.

Teresita D. Pacheco
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1: Lots 1 and 4 in Pruitt and Moore's Resubdivision of the East 50 feet of Lot 2 and the West 70 feet of Lot 3 in Rufus C. Hall's Subdivision of part of the East 1/2 of the North East 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois and of the East 1.73 feet of Lot 3 and all of Lot 4 and the West 30 feet of Lot 5 in Wallingford's Subdivision of the 15 rods South of and adjoining the North 95 rods of the East 1/2 of the North East 1/4 of said Section 17.

PARCEL 2: Lot 3 in Pruitt and Moore's Resubdivision of Lot 3 (except the West 70 feet thereof) in Rufus C. Hall's Subdivision of the South 15 rods of the North 95 rods of the East 1/2 of the North East 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, also of Lot 5 (except the West 30 feet thereof) in H. J. Wallingford's Subdivision of 15 rods South of and adjoining the North 95 rods of the East 1/2 of the North East 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 915-917 West Wilson, Chicago, IL

P.I.N.: Vol.: 478; 14-17-220-007; 14-17-220-015; 14-17-220-016

SEPT-01 915.00
1991 FROM THE DIVISION OF 30-00
8850 S A 14-17-220-015
COOK COUNTY RECORDER

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