

Handwritten initials or signature at the top left.

\$140,000 ("Construction Loan").

Note") which evidenced a construction loan in the amount of Lender a Promissory Note in the amount of \$140,000 ("Construction On October 1, 1987 Borrowers executed and delivered to

Guaranty of Note, Mortgage and Other Undertakings ("Guaranty"). executed and delivered to Lender on September 3, 1987 their C. To further secure the Acquisition Note, Borrowers

Illinois on September 9, 1987 as Document No. 87495695. Mortgage was recorded with the Recorder of Deeds of Cook County, described on Exhibit A attached hereto ("Real Estate"), which Assignment of Rents ("Mortgage") securing the property legally delivered to Lender on September 3, 1987 a Real Estate Mortgage and B. To secure the Acquisition Note, Borrowers executed and

acquisition loan in the amount of \$360,000 ("Acquisition Loan"). in the amount of \$360,000 ("Acquisition Note") which evidenced an A. On September 3, 1987, Borrowers executed a promissory note

R E C I T A L S :

(collectively "Borrowers"). This instrument is a Loan Modification Agreement ("Modification") by and among First Chicago Bank of Oak Park, an Illinois banking corporation ("Lender") and Larry Florida and Ronald Barzener

LOAN MODIFICATION AGREEMENT

COOK COUNTY RECORDER

47853 & B. # - 89 - 068010

142222 TRAN # 205 02/14/89 11:29:00

DEPT-01 RECORDING \$22.00

CHICAGO, ILLINOIS 60603

100 WEST MONROE STREET #1100

KIMBERLY K. ENDERS, ESQ. Box 161

PLEASE RETURN TO:

THIS INSTRUMENT PREPARED BY AND

89068010

01068010

01089068

# UNOFFICIAL COPY

STATE OF ILLINOIS

IN SENATE, January 10, 1901.

REPORT

OF THE

COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 10, 1899.

ALBANY, N. Y.: 1901.

COMMISSIONERS OF THE LAND OFFICE

REPORT

OF THE

COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 10, 1899.

COMMISSIONERS OF THE LAND OFFICE

ALBANY, N. Y.: 1901.

1901

on June 1, 1989.

accrued interest and all other amounts due hereunder shall be paid (b) The entire principal balance together with all

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

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

contained herein.

this request subject to the covenants, conditions and restrictions payment of the Notes until June 1, 1989. Lender is agreeable to Acquisition Note and Construction Note and to extend the date for the Acquisition Loan and Construction Loan as evidenced by the G. Borrowers have requested that Lender modify the terms of

Document No. 87495694.

Recorder of Deeds of Cook County, Illinois on September 9, 1987 as mortgage is dated September 3, 1987 and was recorded with the the Real Estate and securing a note in the amount of \$45,000. This also executed and delivered to Mohammad Zafar a mortgage covering

F. At the time of acquisition of the Real Estate, Borrowers County, Illinois on October 21, 1987 as Document No. 87568253.

Junior Mortgage was recorded with the Recorder of Deeds of Cook property legally described on Exhibit A attached hereto, which gage and Assignment of Rents ("Junior Mortgage") securing the delivered to Lender on October 1, 1987 a Junior Real Estate Mort- E. To secure the Construction Note, Borrowers executed and

01C890668

# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1980.

CLERK OF COOK COUNTY

Property of Cook County Clerk's Office

01/01/80

# UNOFFICIAL COPY

3 1 1 0 0 0 0 0 0 0

8. As a condition precedent to this Agreement Borrowers shall cause to be delivered to Lender a Subordination Agreement be due and payable as of the execution of this Agreement.

7. As a condition precedent to this Agreement Borrowers shall pay to Lender a loan fee in the amount of \$2,500 which shall Construction Note attached hereto as Exhibit C.

6. The Junior Mortgage is hereby modified and amended in that the reference made to Exhibit A shall mean the form of the delivered to Lender was October 1, 1987.

5. The parties hereto acknowledge and agree that the date the Construction Note and Junior Mortgage were executed and estate legally described in Exhibit A attached hereto.

4. The Mortgage is hereby modified and amended in that the reference made to Exhibit B shall mean the real Note attached hereto as Exhibit B. The Mortgage is further modified and amended in that the reference made to Exhibit A shall mean the form of the Acquisition

3. Monthly payments of interest only at a rate equal to the under the Acquisition Note and Construction Note are paid in full. date hereof and continuing until all amounts due hereunder and to be paid on the first day of each calendar month following the

at First Chicago Bank of Oak Park plus 2% per annum shall continue prime rate of interest from time to time announced and in effect

2. The Construction Note is hereby modified and amended in that subparagraph (b) of the first paragraph is hereby deleted and accrued interest and all other amounts due hereunder shall be paid on June 1, 1989.

(b) The entire principal balance together with all the following provision is substituted in its place:

that subparagraph (b) of the first paragraph is hereby deleted and

01689066

# UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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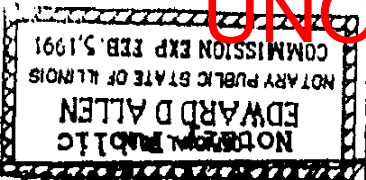
PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE









GIVEN under my hand and Notarial Seal Jan 31, 1989.

Edward D. Allen, a Notary Public in and for the State and County aforesaid, do hereby certify that Larry Florida, 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.

01089068

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS )

BY: [Signature]  
First Chicago Bank of Oak Park

LENDER: [Signature]  
Ronald Bazzener

BORROWERS: [Signature] LARRY FLORIDA

Modification on 31, 1989 to take effect on September 1, 1988.

- IN WITNESS WHEREOF, the parties hereto have executed this performed in the preparation of necessary documentation.
11. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.
  12. Borrowers acknowledge and confirm that by executing this Modification, Lender has not waived, altered or modified any of Lender's rights under the Loan Documents.
  13. Borrowers hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.
  14. Borrowers 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.

# UNOFFICIAL COPY

IN SENATE  
JANUARY 11, 1900

REPORT OF THE  
COMMISSIONERS OF THE LAND OFFICE  
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE  
ON JANUARY 11, 1899

ALBION B. HARRIS, COMMISSIONER

REPORT OF THE  
COMMISSIONERS OF THE LAND OFFICE  
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE  
ON JANUARY 11, 1899

ALBION B. HARRIS, COMMISSIONER

REPORT OF THE  
COMMISSIONERS OF THE LAND OFFICE  
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE  
ON JANUARY 11, 1899

Property of Cook County Clerk's Office

010899068

Property of County Clerk's Office  
Notary Public

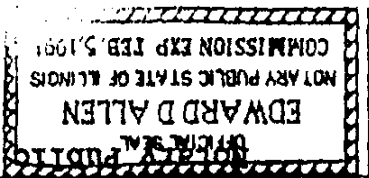
GIVEN under my hand and Notarial Seal \_\_\_\_\_, 1989.

and County aforesaid, do hereby certify that \_\_\_\_\_, a Notary Public in and for the State of Illinois, do hereby certify that \_\_\_\_\_, 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.

COUNTY OF COOK

SS

STATE OF ILLINOIS



GIVEN under my hand and Notarial Seal \_\_\_\_\_, 1989.

Edward D. Allen, a Notary Public in and for the State of Illinois, do hereby certify that Ronald Barzener, 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.

COUNTY OF COOK

SS

STATE OF ILLINOIS

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CLERK OF COUNTY

BY \_\_\_\_\_

\_\_\_\_\_

CLERK OF COUNTY

89068010

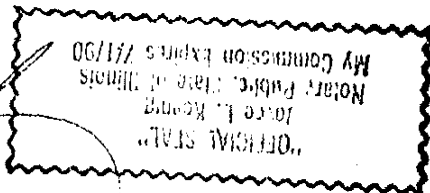
Mohammed Zafar, as mortgagee under the mortgage dated September 3, 1987, and recorded September 9, 1987 as Document No. 87495694 with the Recorder of Deeds of Cook County, Illinois, hereby subordinates the lien of said mortgage recorded as Document No. 87495694 to the liens of Oak Park Trust & Savings Bank, now known as First Chicago Bank of Oak Park, as Mortgagee, under a mortgage dated September 3, 1987 and recorded September 9, 1987 as Document No. 87495695, which secures a Note for \$360,000, and under a mortgage dated October 1, 1987 and recorded October 21, 1987 as Document No. 87568253, which secures a Note for \$140,000.

Mohammed Zafar  
*[Signature]*

STATE OF ILLINOIS  
COUNTY OF COOK  
SS )  
          ) *By Page*

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Mohammed Zafar, 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  
*[Signature]* 1987  
1988



Property Clerk's Office

# UNOFFICIAL COPY

01/10/2010

Property of Cook County Clerk's Office

COOK COUNTY CLERK

100 N. LAUREL STREET, CHICAGO, IL 60602

TEL: (773) 305-3000 FAX: (773) 305-3001

WWW.COOKCOUNTYCLERK.COM

COOK COUNTY CLERK'S OFFICE

100 N. LAUREL STREET, CHICAGO, IL 60602

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# UNOFFICIAL COPY

LEGAL DESCRIPTION:

Lot 10 (except the East 18 feet thereof) and all of Lot 11 in Block 24 in Rogers Park, in the Southeast quarter of the Northwest quarter of the Northeast quarter of Section 31, township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS 7091-25 N. Wilcott/1847-53 W. Greenleaf, Chicago, IL

Permanent Real Estate Index Number: 11-31-210-001-0000

Property of Cook County Clerk's Office

89068010

EXHIBIT A

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

ALTONA

01/10/02



# UNOFFICIAL COPY

## PROMISSORY NOTE

\$360,000.00

September 3, 1987

FOR VALUE RECEIVED the undersigned, Mr. Ronald Brazener and Mr. Larry Floria ("Borrowers"), tenants in common, promise to pay to the order of the Oak Park Trust & Savings Bank, an Illinois corporation (said Bank and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of Three Hundred and Sixty Thousand (\$360,000.00) Dollars, or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid, in the amounts, at the rates and on the dates hereafter set forth.

(a) Monthly payments of interest only, at a rate equal to the prime rate of interest from time to time announced and in effect at the Oak Park Trust & Savings Bank, plus two (2%) percent per annum, on the first day of each calendar month following the initial disbursement hereunder, beginning on November 1, 1987 and continuing on the first day of each succeeding month to and including October 1, 1988.

(b) The entire outstanding principal balance, together with all accrued and unpaid interest, and all other amounts due hereunder, shall be paid on October 1, 1988.

The balance due on account of this Note may be prepaid, without premium or penalty, in whole or in part on any regular installment payment date, and all accrued interest hereon shall be payable and shall be paid on the date of prepayment.

Payment upon this Note shall be made in lawful money of the United States at such place as the Holder of this Note may from time to time in writing appoint and in the absence of such appointment, shall be made at the offices of Oak Park Trust & Savings Bank, 1044 Lake Street, Oak Park, Illinois, 60301.

Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest or principal is not paid within ten (10) days after the date the same is due, the undersigned promised to pay a "Late Charge" of five (5%) percent of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

This Note is secured by an instrument entitled "Real Estate Mortgage and Assignment of Rents" ("Mortgage") executed and delivered concurrently herewith.

At the election of the Holder hereof, without notice, the principal sum remaining unpaid hereon, together with accrued interest, shall be and become at once due and payable in the case of default for fifteen (15) days in the payment of principal or interest when due in accordance with the terms hereof or upon the occurrence of any "Event of Default" under the Mortgage.

Under the provisions of the Mortgage and the unpaid balance hereunder may, at the option of the Holder, be accelerated and become due and payable forthwith upon the happening of certain events as set forth therein. The Mortgage is, by

EXHIBIT B

69068

# UNOFFICIAL COPY

STATE OF ILLINOIS

IN SENATE

REPORT OF THE COMMISSIONERS OF THE STATE DEPARTMENT OF REVENUE  
FOR THE YEAR ENDING DECEMBER 31, 1911

THE COMMISSIONERS OF THE STATE DEPARTMENT OF REVENUE  
HONORABLE SENATOR JOHN W. ...

Property of Cook County Clerk's Office

THE COMMISSIONERS OF THE STATE DEPARTMENT OF REVENUE  
HONORABLE SENATOR JOHN W. ...

THE COMMISSIONERS OF THE STATE DEPARTMENT OF REVENUE  
HONORABLE SENATOR JOHN W. ...

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HONORABLE SENATOR JOHN W. ...

THE COMMISSIONERS OF THE STATE DEPARTMENT OF REVENUE  
HONORABLE SENATOR JOHN W. ...

EXHIBIT

# UNOFFICIAL COPY


this reference, incorporated herein in its entirety and notice is given of such possibility of acceleration.

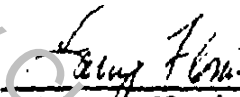
The principal hereof, including each installment of principal, shall bear interest after the occurrence of an event of default, not cured within the applicable cure period, at the annual rate (herein called the "Default Rate") determined by adding five (5%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

Borrower waives presentment, notice of dishonor, protest and notice of protest.

Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by mail, wire transfer or other delivery to Borrower, Escrowees or otherwise for the benefit of Borrower shall, for all purposes, be deemed outstanding hereunder and received by Borrower as of the accrue and be payable upon such funds from and after the date of such mailing, wire transfer or other delivery until repaid to Holder, notwithstanding the fact that such funds may not at any time have been remitted by such Escrowees to the Borrower.

Time is of the essence of this Note and each provision hereof.

  
\_\_\_\_\_  
Mr. Ronald Brazener

  
\_\_\_\_\_  
Mr. Larry Florida

89068010

EXHIBIT B

# UNOFFICIAL COPY

State of Illinois, County of Cook, ss. I, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of said County.

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County

Property of Cook County Clerk's Office

123-45678

2018

# UNOFFICIAL COPY

## PROMISSORY NOTE

\$140,000.00

September , 1987

FOR VALUE RECEIVED the undersigned, Mr. Ronald Brazener and Mr. Larry Floria ("Borrowers"), tenants in common, promise to pay to the order of the Oak Park Trust & Savings Bank, an Illinois corporation (said Bank and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of One Hundred Forty Thousand (\$140,000.00) Dollars, or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid, in the amounts, at the rates and on the dates hereafter set forth.

(a) Monthly payments of interest only, at a rate equal to the prime rate of interest from time to time announced and in effect at the Oak Park Trust & Savings Bank, plus two (2%) percent per annum, on the first day of each calendar month following the initial disbursement hereunder, beginning on November 1, 1987 and continuing on the first day of each succeeding month to and including October 1, 1988.

(b) The entire outstanding principal balance, together with all accrued and unpaid interest, and all other amounts due hereunder, shall be paid on October 1, 1988.

The balance due on account of this Note may be prepaid, without premium or penalty, in whole or in part on any regular installment payment date, and all accrued interest hereon shall be payable and shall be paid on the date of prepayment.

Payment upon this Note shall be made in lawful money of the United States at such place as the Holder of this Note may from time to time in writing appoint and in the absence of such appointment, shall be made at the offices of Oak Park Trust & Savings Bank, 1044 Lake Street, Oak Park, Illinois, 60301.

Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest or principal is not paid within ten (10) days after the date the same is due, the undersigned promised to pay a "Late Charge" of five (5%) percent of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

This Note is secured by an instrument entitled "Real Estate Mortgage and Assignment of Rents" ("Mortgage") executed and delivered concurrently herewith.

At the election of the Holder hereof, without notice, the principal sum remaining unpaid hereon, together with accrued interest, shall be and become at once due and payable in the case of default for fifteen (15) days in the payment of principal or interest when due in accordance with the terms hereof or upon the occurrence of any "Event of Default" under the Mortgage.

Under the provisions of the Mortgage and the unpaid balance hereunder may, at the option of the Holder, be accelerated and become due and payable forthwith upon the happening of certain events as set forth therein. The Mortgage is, by

EXHIBIT C

9065310

# UNOFFICIAL COPY

PROPERTY OF

COOK COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CLERK OF COOK COUNTY

By \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CLERK OF COOK COUNTY

By \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CLERK OF COOK COUNTY

By \_\_\_\_\_

3 11 11 11

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

this reference, incorporated herein in its entirety and notice is given of such possibility of acceleration.

The principal hereof, including each installment of principal, shall bear interest after the occurrence of an event of default, not cured within the applicable cure period, at the annual rate (herein called the "Default Rate") determined by adding five (5%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

Borrower waives presentment, notice of dishonor, protest and notice of protest.

Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by mail, wire transfer or other delivery to Borrower, Escrowees or otherwise for the benefit of Borrower shall, for all purposes, be deemed outstanding hereunder and received by Borrower as of the accrue and be payable upon such funds from and after the date of such mailing, wire transfer or other delivery until repaid to Holder, notwithstanding the fact that such funds may not at any time have been remitted by such Escrowees to the Borrower.

Time is of the essence of this Note and each provision hereof.

  
Mr. Ronald Brazener

  
Mr. Larry Florida

89068010

EXHIBIT C

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK

IN SENATE, JANUARY 10, 1906.  
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE  
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE  
MAY 10, 1905.

ALBION S. HARRIS, COMMISSIONER.

CHAS. W. BROWN, CLERK.

Property of Cook County Clerk's Office

