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COOK COUNTY, ILLINOIS 90435989

This document was prepared by **ENDOR RECORD**

should be returned to:

Diane B. MacDonald  
Attorney at Law  
c/o Beverly Bank - Matteson  
Route 30 at Kostner Ave  
Matteson, Illinois 60443

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*Bnk 333*

## MORTGAGE MODIFICATION AGREEMENT

**15.00**

THIS MORTGAGE MODIFICATION AGREEMENT ("Agreement"), made as of this 7<sup>th</sup> day of July, 1990, by and between Beverly Bank -Matteson (formerly known as Matteson-Richton Bank), an Illinois banking association (the "Lender") and Munir I. Kassem and Linda M. Kassem, husband and wife (together called the "Borrower(s)");

### W I T N E S S E T H:

Whereas, Borrower has heretofore executed and delivered to the Lender that certain Mortgage dated as of July 1, 1987, recorded on July 10, 1987, in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 87380043 (said mortgage is hereinafter called the "Mortgage"), encumbering the real estate (the "Real Estate") legally described as follows:

LOT 112 IN BROOK HILLS E.U.D. UNIT 2 BEING A PLANNED UNIT DEVELOPMENT IN THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN #27-30-400-005-0000

ADDRESS: 17230 BRUSHWOOD, ORLAND PARK, ILLINOIS 60462

Whereas, the Mortgage secures the payment of the indebtedness evidenced by that certain note (the "Original Note") dated July 1, 1987, in the original principal amount of \$130,000.00, bearing interest and being payable to the Lender as set forth therein and with a final payment being due and payable on July 1, 1988; and

Whereas, the indebtedness evidenced by the Original Note has been renewed on an annual basis, with Borrower making principal reductions and delivering new notes in substitution for and renewal of the Original Note (said notes, together with the Original Note being herein called the "Notes"); and

Whereas, the Notes are further secured under the terms and provisions of that certain assignment of rents dated July 1, 1987, and recorded in the office of said Recorder of Deeds on July 10, 1987, as Document No. 87380044 (said assignment being herein called the "Assignment"); and

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This document was prepared by and for the use of Linda B. Macdonald, Attorney at Law, of Beverly Bank - Matteson, Route 33 at Koster Ave, Matteson, Illinois 60443



## MORTGAGE NOTIFICATION AGREEMENT

THIS MORTGAGE NOTIFICATION AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 1987, by and between Beverly Bank - Matteson (formerly known as Matteson-Bank of Illinois banking association (the "Lender"), and Linda M. Kasper, and Linda M. Kasper, husband and wife (collectively, the "Borrower");

W I T N E S S E T H :

Whereas, Borrower has heretofore executed and delivered to the Lender that certain Mortgage dated as of July 1, 1987, recorded on July 10, 1987, in the office of the Recorder of Cook County, Illinois as Document No. 87380344 (hereinafter called the "Mortgage"), encumbering the real estate (the "Real Estate") legally described as follows:

LOT 112 IN BRONK HILLS PL. UNIT 2 BEING A PART OF THE DEVELOPMENT IN THE SOUTH PART OF SECTION 10, TOWNSHIP 22 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN 437-30-400-002-000

ADDRESS: 1730 BURNWOOD, GRAND PARK, ILLINOIS 60443

Whereas, the Mortgage secures the payment of the Real Estate Note (the "Note") in the original principal amount of \$100,000.00, with a final payment being due and payable on July 1, 1997, and with a final payment being due and payable on July 1, 1997, and with a final payment being due and payable on July 1, 1997;

Whereas, the indebtedness evidenced by the Original Note has been reduced on an annual basis, with borrower making such reductions and delivering new notes in substitution for the removal of the Original Note (said notes, together with the Original Note being herein called the "Notes"); and

Whereas, the Notes are further secured under the terms and provisions of that certain assignment of mortgage dated July 1, 1987, and recorded in the office of said Recorder of Cook County on July 10, 1987, as Document No. 87380344 (said assignment being herein called the "Assignment"); and

Handwritten notes and initials on the right margin.

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Whereas, the current balance of the indebtedness owing by the Borrower to the Lender is \$64,000.00, and Borrower has requested that the Lender extend the maturity date of said indebtedness to July 1, 1991; and

Whereas, the Lender has agreed to the extension of the maturity as requested, provided that the Borrower execute and deliver a new note, in substitution for the Notes, and that all amounts owing to the Lender continue to be secured under the terms and provisions of the Mortgage and Assignment;

NOW, THEREFORE, in consideration of the foregoing and of the agreements contained herein, the parties hereto agree as follows:

1. The foregoing recitals are hereby incorporated in and made part of the Mortgage and Assignment.
2. Contemporaneously with the execution hereof, Borrower has executed and delivered to the Lender that certain Promissory Note (the "New Note"), dated as of July 1, 1990, in the principal amount of \$ 64,000.00, bearing interest at a rate per annum equal to eleven and one half percent (11 1/2%) and being payable to the Lender as more fully set forth therein, with a final payment equal to the then outstanding principal balance owing thereunder, together with accrued and unpaid interest, being due and payable on July 1, 1991. The indebtedness evidenced by the New Note is and shall continue to be secured under the terms and provisions of the Mortgage and the Assignment and under any other instrument of security or guaranty (herein called the "Security Instruments") whether now or hereafter executed and delivered to the Lender to secure the payment of the indebtedness evidenced by the Notes or the New Note. At the Borrower's request, the Lender may, in its sole discretion, renew the indebtedness evidenced by the New Note on an annual basis, and require Borrower to deliver notes in substitution for and renewal of the New Note. Each subsequent note so executed and delivered shall continue to be secured by the lien of the Mortgage and the Assignment until the indebtedness evidenced thereby is paid in full and the Mortgage and Assignment released by the Lender.
3. The Mortgage is hereby amended as follows:
  - (a) All references in the Mortgage to the indebtedness owing from the Borrower to the Lender shall be deemed to include the indebtedness evidenced by the New Note, as well as any subsequent notes executed and delivered by Borrower in renewal or otherwise in substitution for the New Note, and all references to the Note shall be deemed to include the New Note and any such subsequent notes.
  - (b) All references in the Mortgage to the Asssignment, if any, shall be deemed to refer to the Assignment as modified by

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Whereas, the current balance of the indebtedness owing by the Borrower to the Lender is \$54,000.00, and Borrower has requested that the Lender extend the maturity date of said indebtedness to July 1, 1951, and

Whereas, the Lender has agreed to the extension of the maturity as requested, provided that the Borrower execute and deliver a new note, in substitution for the note, and that all amounts owing to the Lender continue to be secured under the terms and provisions of the Mortgage and Assignment;

Now, therefore, in consideration of the foregoing and of the agreements contained herein, the parties hereto agree as follows:

1. The foregoing recitals are hereby incorporated as part of this Agreement.

2. Contemporaneously with the execution hereof, Borrower executed and delivered to the Lender that certain promissory note (the "New Note"), dated as of July 1, 1951, in the principal amount of \$54,000.00, bearing interest at the rate of five percent (5%) per annum, and one half percent (1/2%) per annum, and that the Lender has more fully set forth therein, and that the Lender shall to the then outstanding principal balance of the indebtedness together with accrued and unpaid interest, and that the Lender on July 1, 1951, the indebtedness of the Borrower to the Lender and shall continue to be secured under the terms and provisions of the Mortgage and the Assignment, and that the Lender shall of security or guaranty (hereby called the "Guaranty") (whether now or in the future) whether now or in the future executed and delivered to the Lender to secure the payment of the indebtedness evidenced by the New Note. As the Borrower's request, the Lender, in its sole discretion, may, in its sole discretion, and upon the terms and conditions set forth in substitution for and renewal of the New Note, the Lender may execute and deliver and accept that certain promissory note (the "New Note") in substitution for and renewal of the New Note, and the Lender shall be bound to include the New Note and any other promissory notes evidenced thereby in full and the Lender shall assign and release by the Lender.

3. The Mortgage is hereby amended as follows:

(A) All references in the Mortgage to the indebtedness owing from the Borrower to the Lender shall be deemed to refer to the indebtedness evidenced by the New Note, as well as any promissory notes executed and delivered by Borrower in renewal or substitution for the New Note, and all references to the note shall be deemed to include the New Note and any other promissory notes.

(B) All references in the Mortgage to the Assignment, or any, shall be deemed to refer to the Assignment as modified by

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this Agreement.

4. All references in the New Note to the Mortgage or the Assignment shall be deemed to refer to the Mortgage and the Assignment as the same have been modified under this Agreement.

5. The Assignment is hereby modified as follows: all references in the Assignment to the Notes or otherwise to the indebtedness owing from the Borrower to the Lender shall be deemed to include the New Note and any subsequent notes executed and delivered in substitution for the New Note, and all references to the Mortgage shall be deemed to refer to the Mortgage as the same has been modified by this Agreement.

6. This Agreement does not constitute the the extinguishment of the indebtedness evidenced by the Notes, nor does it in any way affect or impair the lien of the Mortgage, which the parties hereto acknowledge to be a valid and existing lien on the Real Estate, and the lien of the Mortgage is agreed to have continued in full force and effect from the date thereof and the same shall so continue until fully satisfied.

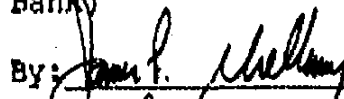
Each Borrower represents and warrants to the Lender that he or she does not have any adjustments, setoffs, claims or defenses against the Lender under the Mortgage, the Assignment, the Notes or the New Note or otherwise in connection with the loan evidenced thereby. Giving effect to the modifications and amendments set forth in this Agreement, all of the terms, provisions, conditions and agreements contained in the Mortgage and the Assignment (and any other Security Instruments), including, without limitation, any provision allowing the acceleration of the indebtedness secured thereby and the waiver of homestead rights contained therein, shall be and remain in full force and effect enforceable strictly in accordance with their respective terms.

IN WITNESS WHEREOF, the undersigned have executed this Mortgage Modification Agreement as of the day and year first above written.

  
Munir I. Kassem

  
Linda M. Kassem

Beverly Bank - Matteson  
(formerly Matteson-Richton  
Bank)

By:   
Title: Commercial Lender

ATTEST:

\_\_\_\_\_  
Title: Patricia A. Webster  
Loan Officer

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This Agreement.

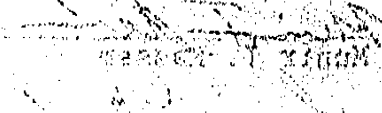
4. All references in the New Note to the Mortgage of the Assignment shall be deemed to refer to the Mortgage and the Assignment as the same have been modified under this Agreement.

5. The Assignment is hereby modified as follows: All references in the Assignment to the Notes or otherwise to the instrument owing from the Borrower to the Lender shall be deemed to refer to the New Note and any subsequent Notes executed and delivered in substitution for the New Note, and all references to the Mortgage shall be deemed to refer to the Mortgage as the same has been modified by this Agreement.


6. This Agreement does not constitute the extinguishment of the obligations evidenced by the Notes, nor does it constitute an effect or impair the lien of the Mortgage, which the Lender hereby acknowledges to be a valid and existing lien on the property, and the lien of the Mortgage is agreed to have continued in full force and effect from the date thereof and the same shall so continue until fully satisfied.

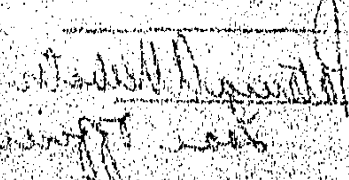
Each Borrower represents and warrants to the Lender that he or she does not have any adjustments, amendments, or modifications to the Mortgage or Assignment, and that the New Note or otherwise in connection with the Assignment evidenced thereby, giving effect to the modifications and amendments set forth in this Agreement, all of the terms, provisions, conditions and agreements contained in the original and the Assignment (and any other security instrument) including, without limitation, any provision allowing the acceleration of the indebtedness secured thereby and the collection of proceeds from any collateral, shall be and remain in full force and effect unchanged and applicable in accordance with their respective terms.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

  
\_\_\_\_\_  
Lender

Beverly Ann - Mortgage  
Formerly Mortgage  
Borrower

  
\_\_\_\_\_  
Borrower

ATTEST:  
  
\_\_\_\_\_  
Notary Public

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INDIVIDUAL ACKNOWLEDGEMENT

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STATE OF ILLINOIS ) SS.  
COUNTY OF Cook )

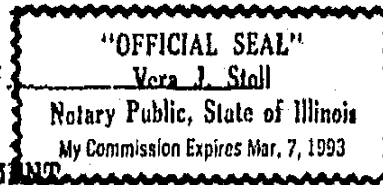
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Munir I. Kassem and Linda M. Kassem, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of August, 1990.

Vera J. Stoll  
Notary Public

(SEAL)

My Commission Expires:



BANK ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JAMES P. MULLANEY, COMMERCIAL LENDER of Beverly Bank - Macgregor (the "Bank") and PATRICIA A WEBSTER, LOAN OFFICER of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such COMMERCIAL LENDER and LOAN OFFICER, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary of said Bank for the uses and purposes therein set forth; and said THEY then and there acknowledged that he, as custodian of the seal of said Bank did affix the seal of said Bank to said instrument as h<sub>e</sub> 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 20<sup>th</sup> day of AUGUST, 1990.

Vera J. Stoll  
Notary Public

(SEAL)

My Commission Expires:



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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Bank and Bank are personally known to me and the same persons whose names are 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 own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of August, 1990.

[Signature]  
Notary Public  
My Commission Expires                       
BANK ACKNOWLEDGMENT

STATE OF ILLINOIS ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Bank and Bank are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as shown                      appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.                      then and there acknowledged that                      Bank to said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of August, 1990.

[Signature]  
Notary Public  
My Commission Expires                       
BANK ACKNOWLEDGMENT