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## MORTGAGE MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of the first day of September, 1990 and between, the Marquette National Bank, not personally, but solely as Trustee under that certain trust agreement dated May 13, 1988 and known as Trust No. 11883, whose address is 6316 S. Western Ave., Chicago, Illinois 60636, (hereinafter referred to as the "Borrower"), William Barnes (hereinafter referred to as the "Guarantor"), and the Marquette National Bank, a national banking association, as Trustee, maintaining its principal office at 6316 S. Western Ave., Chicago, Illinois 60636, said bank together with its successors and assigns, including each and every holder from time to time of the Note (as hereinafter defined) being hereinafter referred to as the "Mortgagee";

### WITNESSETH

WHEREAS, the Mortgagee has heretofore loaned the Borrower the principal sum of TWO HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00) which loan is evidence by a promissory note being hereinafter referred to as the "Note", dated as of October 8, 1988, executed by Borrower and payable to the order of the Mortgagee, with final payment due on March 1, 1994.

WHEREAS, Guarantor has personally guaranteed the payment of the Note (hereinafter referred to as the "Guaranty").

WHEREAS, the Note is secured by a Trust Deed of even date therewith being hereinafter referred to as the "Mortgage" executed by the Borrower creating a lien on certain real property located in Cook County and legally described on Exhibit "A" attached

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hereto, which Mortgage was recorded with the Recorder of Deeds for said County on October 20, 1988, as Document Number 88431953 and,

WHEREAS, the Borrower reduced the principal amount of the Mortgage to Forty Six Thousand and No/100 Dollars (\$46,000.00), and in consideration of said principal reduction, the Mortgagee has issued a partial release deed releasing that portion of the real property encumbered by the Mortgage legally described on Exhibit "B" attached hereto and.

WHEREAS, the Borrower has requested that certain modifications be made in the Note and Mortgage.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, the Guarantor and the Mortgagee do hereby agree as follows:

1. The principal indebtedness evidenced by the Note presently outstanding is Forty Six Thousand and No/100 Dollars (\$46,000.00) which shall be paid in installments (including principal and interest) as follows:

Eight Hundred Twenty Eight and 08/100 Dollars (\$828.08) on the first day of October, 1990 and Eight Hundred Twenty Eight and 08/100 (\$828.08) on the first day of each month thereafter until the principal balance shall be paid in full, except that the final payment of principal and interest, if not sooner paid, shall be due on March 1, 1997.

2. All references in the Mortgage to the Note shall refer to the Note as herein modified.

3. All references in the Note to the Mortgage shall refer

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to the Mortgage as herein modified.

4. The Borrower and the Guarantor hereby restate and reaffirm each and every representation, warranty, covenant and agreement contained in the Note, the Mortgage, and the Guaranty, as fully as if such representations, warranties, covenants and agreements were set forth herein.

5. Except as hereinabove modified and amended, the Note, the Mortgage, and the Guaranty and all of the terms, conditions and provisions thereof, shall in all respects remain unmodified and unchanged and shall continue to serve as evidence of the indebtedness or as security for indebtedness described therein. Without limiting the generality of the foregoing, all provisions of the Note, the Mortgage, and the Guaranty, as respectively amended herein, relating to the defaults in payment of principal, interest or other amounts, with respect to other defaults with respect to obligations of the Borrower and the Guarantor, and with respect to remedies of the Mortgagee, shall continue to be as provided in the Note, the Mortgage, and the Guaranty as amended herein, without change or modification.

6. It is the express intention and agreement of the parties hereto that neither the modification of the Note, the Mortgage, the Guaranty or any extension of the maturity or terms thereof as provided aforesaid is intended nor shall be construed as an extinguishment, revocation, satisfaction or discharge of any of the liabilities or obligations under the Note, the Mortgage, or the Guaranty thereof. The execution of this Agreement by the Mortgagee

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shall not be deemed to be a waiver of its rights under any other agreement, note, mortgage, trust deed, security agreement, assignment instrument, guaranty or other document on the part of the Mortgagee in exercising any right nor shall operate as a waiver of such right or any other rights. A waiver and revocation shall not be construed as a bar or waiver of any right or remedy on any future occasion. All of the Mortgagee's rights and remedies whether evidenced by the Mortgage hereby or by any other agreement, guaranty, mortgage, trust deed, note, security agreement, assignment, instrument or other document shall be cumulative and in addition to all other rights and remedies granted to the Mortgagee at law or in equity and may be exercised from time to time as often as deemed expedient by the Mortgagee.

7. This Modification Agreement is executed by the Mortgagor, not personally, but solely as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants in its individual capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the Mortgagor personally to pay the Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, provided

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that nothing herein impair the lien of this Mortgage or any of the rights and remedies of Mortgages in any such foreclosure proceedings or other enforcement of the payment of the indebtedness secured hereby out of and from security given therefor in the manner provided herein or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee under any document or instrument evidencing, security or guarantying the indebtedness secured herein.

IN WITNESS WHEREOF, the Mortgagee, the Borrower, and the Guarantor have affixed their hands and seals as of the date first written above, 1990.

GUARANTOR:

*William Barnes*  
William Barnes

BORROWER:

MARQUETTE NATIONAL BANK, not personally, but solely as Trustee under Trust Agreement dated May 22, 1988

By: *[Signature]*  
Its: Trust Officer

ATTEST:

*[Signature]*  
Asst. Secretary

MORTGAGEE:

MARQUETTE NATIONAL BANK

By: *Thomas J. O'Reilly*  
Its:

ATTEST:

*[Signature]*  
Secretary

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STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William Barnes 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 2<sup>nd</sup> day of Nov, 1990.

  
\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

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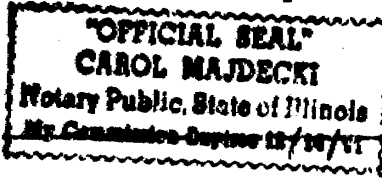
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COCK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Cynthia A. Topps, Trust Officer and Jeanne J. Prendergast, Asst. Secretary Trust Officer personally known to me to be the PRESIDENT of Marquette National Bank, not personally, but solely as Trustee under that certain Trust Agreement dated May 13, 1988, and known as Trust No. 11983 and Asst. Secretary of said Bank, and 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 as such Trust Officer and Asst. Secretary of said Bank, and caused the corporate seal of said Bank to be affixed thereto, pursuant to authority given by the Board of Directors of said Bank as their free and voluntary act, and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and official seal this 9th day of November, 1990.

*Carol Majdecki*  
\_\_\_\_\_  
Notary Public



Commission Expires:

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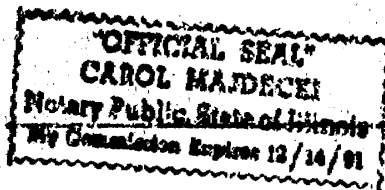
STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS D. O'HEILLY, Sr. Vice Pres. Assist. Vice President & David C. Widdel, personally known to me to be the Sr. Vice President of Marquette National Bank, and Assistant Secretary of said Bank, and 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 as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary of said Bank, and caused the corporate seal of said Bank to be affixed thereto, pursuant to authority, given by the Board of Directors of said Bank as their free and voluntary act, and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of November, 1990.

*Carol Maudecki*  
\_\_\_\_\_  
Notary Public

Commission Expires:



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## EXHIBIT "A"

### Parcel 1:

Lots 5 and 6 in Block 3 in Wyman's Woods Subdivision in the East Half of the North West quarter of Section 21, Township 36 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded November 15, 1935 as Document No. 11710608, in Cook County, Illinois.

Commonly known as: 15900 South Lorel  
Oak Forest, Il

PIN: 28-21-102-002

### Parcel 2:

The North 40 feet of Lot 7 in Block 3 in Wyman's Woods Subdivision in the East half of the North West quarter of Section 21, Township 36 North, Range 13, East of the Third Principal Meridian according to the Plat thereof recorded November 15, 1935 as Document No. 11710608, in Cook County, Illinois.

Commonly known as: 15900 South Lorel  
Oak Forest, Il

PIN: 28-21-102-007

### Parcel 3:

The North 68.08 feet of the East 150 feet of Lot 1 in Block 5 in F.H. Bartlett's Golf View, being a subdivision of the East half of the South East quarter of Section 35, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 8400 Roberts Road  
Hickory Hills, Il

PIN: 18-35-406-011

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## EXHIBIT "B"

### Parcel 1:

Lots 5 and 6 in Block 3 in Wyman's Woods Subdivision in the East Half of the North West quarter of Section 21, Township 36 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded November 15, 1935 as Document No. 11710608, in Cook County, Illinois.

Commonly known as: 15900 South Lorel  
Oak Forest, Il

PIN: 28-21-102-002

### Parcel 2:

The North 45 feet of Lot 7 in Block 3 in Wyman's Woods Subdivision in the East half of the North West quarter of Section 21, Township 36 North, Range 13, East of the Third Principal Meridian according to the Plat thereof recorded November 15, 1935 as Document No. 11710608, in Cook County, Illinois.

Commonly known as: 15900 South Lorel  
Oak Forest, Il

PIN: 28-21-102-007

RETURN TO:

BOX 444

DOCUMENT PREPARED BY:

Thomas J. Montgomery  
McCarthy, Duffy, Neidhart & Snakard  
180 N. LaSalle Street - Suite 1400  
Chicago, Illinois 60601

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