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MORTGAGE LOAN MODIFICATION AGREEMENT

Loan # 870038

1/11

69-76-5340

THIS AGREEMENT, made this 15th day of November, 1990 by and between FIRST NATIONAL BANK OF BLUE ISLAND, a corporation duly organized and existing as a national banking association under the laws of the United States of America, party of the first part and FIRST NATIONAL BANK OF BLUE ISLAND, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated NOVEMBER 15, 1984 and known as Trust Number 84172, party of the second part, and ROBERT L. CARLSON party of the third part, WITNESSETH:

THAT WHEREAS, the party of the second part heretofore executed a certain Trust Deed dated the 15th day of November 1984 and recorded on the 3rd day of December 1984, in the Recorder of Deeds' Office of Cook County, Illinois, as Document Number 27-357-055, conveying to FIRST NATIONAL BANK OF BLUE ISLAND, as Trustee, the real estate lying and being in the VILLAGE of OAK FOREST, County of COOK, and State of Illinois, legally described as follows:

CR. 11500 Unit No. 14520-62 P.O. 250740 250-1071

Unit Number 14520-62: in Scarborough Fare Condominium as delineated on a survey of certain lots or parts thereof in Scarborough Fare Subdivision, being a Subdivision of the South 50 Acres of the West 1/2 of the North West 1/4 (Except the East 541.60 feet thereof) also (except the North 610.0 feet thereof) and also (except the School lot in the South East 1/4 thereof), all in Section 9, Township 36 North, Range 13, East of the Third Principal Meridian (hereinafter referred as 'Parcel') which survey is attached as Exhibit 'A' to the Declaration of Condominium made by Ford City Bank, as Trustee known as Trust No. 730 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document 22907419, as amended from time to time; together with its undivided percentage interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey), all in Cook County, Illinois.

and incorporated herein by reference, which said Trust Deed was given to secure the payment of one certain Instalment Note executed by the party of the second part in the original principal sum of THIRTY THREE THOUSAND AND NO/100 DOLLARS (\$33,000.00);

AND WHEREAS, said Trust Deed and said Instalment Note have been modified and amended by Document No. 87645724, Dated NOVEMBER 15, 1987;

AND WHEREAS, said Trust Deed securing said Instalment Note is a valid and subsisting lien on the premises described in said Trust Deed, for the present principal sum of \$ TWENTY SEVEN THOUSAND FOUR HUNDRED ELEVEN AND 13/100 (\$27,411.13);

AND WHEREAS, party of the third part heretofore executed a certain Personal Guaranty dated the 15th day of November, 1984 by which the party of the third part, personally, jointly and severally, unconditionally guaranteed the prompt and full payment of the said Instalment Note as well as the performance of all of the covenants, agreements, undertakings and warranties of party of the second part contained in said Instalment Note and said Trust Deed (and said Assignment of Rents, if any, is listed hereinabove);

Mortgagor(s) shall not suffer or permit, without the written permission or consent of the Trustee or the Holders of the Note being first had and obtained, a sale, assignment or transfer of the premises or any portio thereof of any interest therein. Neither the Trustee nor Holder of the Note shall in any way be obliged to

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00 give such consent should it be sought by the Mortgagor(s) or by anyone acting on behalf of the Mortgagor(s).

AND WHEREAS, the said Instalment Note by its terms was due and payable on the 15th day of November, 1990, and same is now owned and held by the party of the first part;

AND WHEREAS, the said party of the second part is now the owner of the premises described herein and in said Trust Deed;

AND WHEREAS, the party of the second part has requested, and the party of the first part has agreed, that the terms of the Instalment Note be modified;

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually promise and agree as follows: to-wit: The said party of the first part agrees with the said party of the second part that the time of payment of said Instalment Note be and the same is hereby extended for a period of THREE (3) years from the 15th day of November 1990, to wit: and the said party of the second part agrees with the said party of the first part that it will pay to the legal holder of said Instalment Note the said unpaid principal sum of TWENTY SEVEN THOUSAND FOUR HUNDRED ELEVEN AND 13/100 DOLLARS (\$27,411.13) and interest from the 15th day of November, 1990 on the balance of principal remaining from time to time unpaid at the rate of 11.0% per annum in installments as follows THREE HUNDRED NINETY NINE AND 00/100 DOLLARS (\$399.00) or more including interest on the 15th day of each month thereafter until said Instalment Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of November, 1993. All such payments on account of the indebtedness evidenced by the Instalment Note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The principal of each of said installments unless paid when due shall bear interest after maturity at the rate of 11.0% per annum. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois, as the legal holder of the Instalment Note may from time to time in writing appoint and in the absence of such appointment, then at the office of FIRST NATIONAL BANK OF BLUE ISLAND, Blue Island, Illinois.

All excess payments are to be made in multiples of \$10.00 (Ten Dollars) over and above mandatory payments on interest payment dates and will be applied in inverse order of the maturity of the Instalment Note. Excess payments will be made without premium or penalty.

The party of the third part hereby: consents to the foregoing modification and extension of the said Instalment Note; specifically reaffirms, restates and reacknowledges his unconditional personal guaranty of the payment of all sums due or to become due under said Instalment Note as well as the performance of all covenants, agreements, undertakings and warranties by party of the second part contained in said Instalment Note or said Trust Deed or said Assignment of Rents, if any, is listed hereinabove); and converts and agrees that said Personal Guaranty shall remain in full force and effect and extend to all obligations, undertakings and agreements of party of the second part whether contained in said Instalment Note, said Trust Deed or Assignment of Rents, if any, is listed hereinabove, or this Mortgage Loan Modification Agreement.

And the said parties hereto further mutually agree that all the provisions, stipulations, powers and covenants in said Instalment Note and in the said Trust Deed and the Assignment of Rents, if any, is listed hereinabove, contained shall stand and remain unchanged and in full force and effect for and during said

extended period, except only as the same are herein and hereby specifically varied or amended; and further that in the event of a failure to pay the said principal sum of TWENTY SEVEN THOUSAND FOUR HUNDRED ELEVEN AND 13/100 DOLLARS (\$27,411.13) as herein provided, or to keep, fulfill or perform any or all of the covenants and agreements contained in said Trust Deed or in the Assignment of Rents, if any is listed hereinabove, then the whole of said principal sum shall, at the election of the holder of said Instalment Note, become at once, without notice, due and payable and may be collected, together with all accrued interest thereon, in the same manner as if said extension had not been granted, anything hereinbefore contained to the contrary notwithstanding.

Your real estate loan payment must reach the bank no later than the due date. In the event a payment shall remain unpaid in excess of twelve days without our permission, an additional charge of five (5) percent of the total monthly principal and interest payment will be made.

This loan is payable in full (at the end of 3 years or on demand). (At maturity, or if the bank demands payment) you must repay the entire principal balance of the loan and unpaid interest then due. The Bank is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you the money at prevailing market rates, which may be considerably higher than the interest rate on this loan.

And it is expressly understood and agreed by and between the parties hereto that the covenants and agreements herein contained shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives and assigns of the said parties hereto.

IN WITNESS WHEREOF, the said parties hereto have signed, sealed and delivered these presents on the day and year first above written.

FIRST NATIONAL BANK OF BLUE ISLAND

BY: Richard T. Hardy
Vice President

ATTEST:

Michael Scudder
Michael Scudder
Assistant Secretary

This Mortgage Modification Agreement is executed by FIRST NATIONAL BANK OF BLUE ISLAND, not individually, but as Trustee under its Trust Number above shown, in the exercise of the power and authority conferred upon and vested in it as Such Trustee (and said FIRST NATIONAL BANK OF BLUE ISLAND hereby expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on FIRST NATIONAL BANK OF BLUE ISLAND, individually, to pay the said principal note or any indebtedness accruing hereunder, or to perform any covenants, either express or implied, herein contained, all such liability, if any, being expressly waived by the holder hereof, its successors and assigns, and by every person now or hereafter claiming any right or security hereunder, and that so far as FIRST NATIONAL BANK OF BLUE ISLAND, individually, its successors and assigns, are concerned, the legal holder or holders of said principal note and any persons to whom any indebtedness may be due hereunder shall

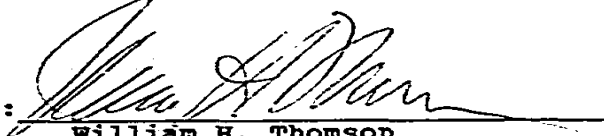
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look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note provided; provided, however, this waiver shall in no way affect the personal liability of any co-makers, co-signers, or endorsers.

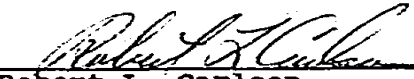
FIRST NATIONAL BANK OF BLUE ISLAND
AS TRUSTEE UNDER TRUST AGREEMENT
dated NOVEMBER 15, 1984 and known as
Trust No.84172, and not personally.


Michael Scudder
Assistant Secretary

By:


William H. Thomson
Vice President

BOX 333-GG


Robert L. Carlson Guarantor

MAIL TO:
This document was prepared by:
Annie R. Cross
FIRST NATIONAL BANK OF BLUE ISLAND
13057 S. Western Avenue, Blue Island 60406

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Richard T. Hardy, Vice President of FIRST NATIONAL BANK OF BLUE ISLAND, a national banking association, and Michael Scudder, Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Agent, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Agent for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th, day of November, 1990.

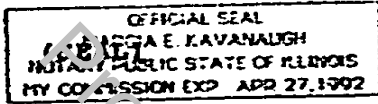
OFFICIAL SEAL
DOLORES KRUSENOSKI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 11, 1993


Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert L. Carlson, personally known to me to one 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 15th day of November, 1990.

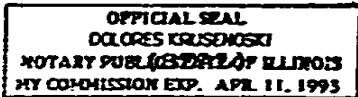


Margaret E. Kavanaugh
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William H. Thomson, Vice President of FIRST NATIONAL BANK OF BLUE ISLAND, a national banking association, and Michael Scudder personally known to me to be the Assistant Secretary of said Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in personal and severally acknowledged that as such Vice President and Assistant Secretary of said Company, they signed and delivered said instrument, and caused the corporate seal of said Company to be affixed thereto, pursuant to authority given by the Board of Directors of said Company as their free and voluntary act and as the free and voluntary act and deed of said Company, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of November 1996.



Dolores Krusowski
Notary Public

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