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MODIFICATION AGREEMENT 9 3 5

THIS MODIFICATION AGREEMENT made this 2nd day of October, 1991, by and between American National Bank and Trust Company and Timothy Glascott, as beneficiary, as Trustee under Trust Agreement dated April 2, 1981 and known as Trust No. 52390, (hereinafter called "Mortgagor") and North Community Bank, an Illinois Banking Corporation, with an office at 3639 North Broadway, Chicago, Illinois 60613 (hereinafter called "Mortgagee").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On August 22, 1985 for full value received, American National Bank and Trust Company and Timothy Glascott, as beneficiary, executed and delivered to Mortgagee a Promissory Note in the principal amount of ONE HUNDRED SIXTY THOUSAND AND 00/100 (160,000.00) (hereinafter called the "Note"), and secured the payment thereof by granting to Mortgagee, among other things, a certain Trust Deed (hereinafter called the "Note"), and secured the payment thereof by granting to Mortgagee, among other things, a certain Trust Deed (hereinafter called the "Mortgagee"), of even date with said Note, covering certain improved real property in the County of Cook, State of Illinois, which Trust Deed was recorded on August 22, 1985, as Document No. 85163891 with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

Lot 22 in the Subdivision of The West 1/2 of Block 9 in the Canal Trustee's Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 14-33-107-011

Property Address: 2209 N. Halsted, Chicago, IL

B. Mortgagor has requested that certain modifications be made in the above-mentioned Note and Trust Deed.

C. The outstanding principal balance of said Note as of August 22, 1991 is \$123,502.48

D. Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Mortgagee, and such subsequent lienholder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Trust Deed, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the Trust Deed, as herein modified, is a valid, first and subsisting lien of said Mortgage Premises.

E. Whereas, said Note has reached maturity as of August 22, 1988, and was extended under a Loan Modification Agreement recorded on August 22, 1988, in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 88430392 ; it was agreed to extend the loan to August 22, 1991 that the interest rate on said loan would remain the same as all other terms and provisions of the Note and Trust Deed and Assignment of Rents would remain in full force and effect;

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NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Note and Mortgage are hereby modified as follows:

1. The maturity date of the Note shall be extended from August 22, 1991 to August 22, 1994.

In consideration of the modification of the terms of the Note and Trust Deed by Mortgagee, as hereinabove set forth, Mortgagor does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note and secured by the Mortgage as herein modified, and to perform the covenants contained in the Trust Deed, and further agrees that the prepayment privilege now in effect shall remain in full force and effect, and Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises held by Mortgagee, except as otherwise disclosed herein, and that the lien of the Trust Deed is a valid, first and subsisting lien on said Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note and the Trust Deed as modified hereby, or the first lien created thereby or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note, Trust Deed and other instruments and documents executed in connection with the subject mortgage loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

This instrument is executed by Mortgagor, not personally, but as Trustee under a deed or deeds in trust delivered pursuant to aforementioned Trust Agreement, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument); and no personal liability shall exist or be asserted or enforceable against Mortgagor generally or in any capacity other than as Trustee as aforesaid, because or in respect of this instrument, the Trust Deed so modified or the Note secured thereby, and its liability as Trustee shall be limited to and enforceable only out of the property described in this Trust Deed, by enforcement of the lien hereof, and no duty shall rest upon Mortgagor to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

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