

MORTGAGE LOAN MODIFICATION AGREEMENT

\$ 16.00

OC 248970

THIS AGREEMENT, made this 1st day of April, 1989 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 February 10, 1989 and known as Trust Number 89019, party of the second part, and KLEMENS BRUZUSZKIEWICZ 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 February 1989 and recorded on the 7th day of March 1989, in the Recorder of Deeds' Office of Cook County, Illinois, as Document Number 89098780 conveying to FIRST NATIONAL BANK OF BLUE ISLAND, as Trustee, the real estate lying and being in the CITY of Oak Lawn, County of Cook, and State of Illinois, legally described as follows:

A tract of land comprising of part of Lot 13 in School Trustees' Subdivision of Section 16, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, said tract of land being all that part of Lot 13 as lying within the following described tract: the North 190 feet of the South 869 feet of the East 250 feet of the West 330 feet of the Southwest 1/4 of said Section 26, Township 37 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

P.I.N. 24-16-300-009

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 FIVE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$540,000.00);

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 \$ FIVE HUNDRED FORTY THOUSAND AND 00/100 (\$540,000.00);

AND WHEREAS, to further secure payment of said Instalment Note, the party of the second part heretofore executed a certain Assignment of Rents dated the 15th day of February 1989, and recorded on the 7th, day of March 1989, in the Recorder of Deeds' Office of Cook County, Illinois as Document Number 89098781 assigning the rents and profits from the real estate described on Exhibit "A" attached hereto to the party of the first part, which Assignment of Rents is a valid and subsisting lien on the real estate described therein as well as on the rents and profits therefrom;

AND WHEREAS, party of the third part heretofore executed a certain Personal Guaranty dated the 15th day of February, 1989 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 give such consent should it be sought by the Mortgagor(s) or by anyone acting on behalf of the Mortgagor(s).

00. **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;

AND WHEREAS, said Trust Deed and Note provide for principal and interest payments in monthly instalments of \$6,660.00 or more beginning the 1st day of April, 1989 and a like sum due on the 1st day of each and every month thereafter until paid in full; final payment of principal and interest if not sooner paid, shall be due and payable on the 1st day of March, 1994.

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, it is mutually agreed that the pro-rated interest only monthly instalments shall commence on July 26, 1989 and monthly thereafter on the 26th day of each month with the last monthly interest only instalment due on August 26, 1990.

FURTHER, it is mutually agreed that the principal and interest payments in monthly instalments of \$6,660.00 or more shall begin on October 1, 1990 and a like sum on the 1st day of each and every month thereafter until paid in full; final payment of principal and interest if not sooner paid, shall be due and payable on the 1st day of September, 1995.

All other terms, conditions and provisions of said mortgage and note are to remain in full force and effect.

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 consents 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 FIVE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$540,000.00) 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.

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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 5 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:

Assistant Secretary
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 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 FEB. 10, 1989 and known as
Trust No. 89019, and not personally.

UNOFFICIAL COPY

Michael Scudder
Michael Scudder
Assistant Secretary

By: William H. Thomson
William H. Thomson
Vice President

Klemens Brzuszkiewicz
Klemens Brzuszkiewicz Guarantor

MAIL
TO

This document was prepared by:
Annie R. Cross
FIRST NATIONAL BANK OF BLUE ISLAND
13057 N. 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 1st, day of April, 1989.

OFFICIAL SEAL
DOLores KRUSENSKI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 11, 1993

Dolores Krusenaski
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 Klemens Brzuszkiewicz, personally known to me to one the same persons whose names are subscribed to the foregoing instrument, appeared before me this day ion 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 1st day of April, 1989.

OFFICIAL SEAL
(SEAL) DOLores KRUSENSKI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 11, 1993

Dolores Krusenaski
Notary Public

UNOFFICIAL COPY

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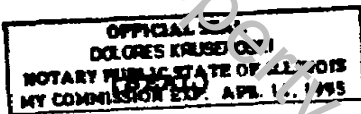
STATE OF ILLINOIS)
COUNTY OF COOK) SS

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 1st day of April 1989.

Dolores Krusecki

Notary Public



Property of Cook County Clerk's Office

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Box 15

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