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Prepared by and return to:
Daborah J. Kramer, Esq.
Heinrich & Kramer, P.C.
205 West Randolph Street, Suite 1750
Chicago, Illinois 60606

92524166

LOAN MODIFICATION AGREEMENT

This Agreement entered into as of this 31st day of January, 1992, by and between MANUFACTURERS AFFILIATED TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated July 3, 1975 and known as Trust No. 5810 ("BORROWER"); WAYNE P. FILOSA and GUISEPPE MARCHESE (collectively the "BENEFICIARY") and AFFILIATED BANK (formerly known as Affiliated Bank/Franklin Park), its successors and assigns ("BANK");

WITNESSETH:

WHEREAS, to evidence a \$627,000.00 loan (the "Loan") from BANK to BORROWER, BORROWER has executed and delivered to BANK a certain Mortgage Note (the "Note") dated July 20, 1989 as Maker, payable to the order of BANK in the stated principal sum of Six Hundred Twenty Seven Thousand and No/100ths Dollars (\$627,000.00), which Note is secured by a Mortgage, Assignment of Leases & Security Agreement (the "Mortgage") of even date with the Note and executed by BORROWER to BANK, as mortgagee and as holder of the Note, encumbering the real estate legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate"), which was recorded in the Office of the Recorder of Deeds, Cook County, Illinois on October 2, 1989 as Document No. 89-463607; and

WHEREAS, as further security for the Loan, BORROWER and/or BENEFICIARY (or either of them) have executed and delivered to BANK certain other documents evidencing or securing the Note (collectively referred to as the "Other Loan Documents"), including that certain Assignment of Lease, Rents and Profits of even date with the Note and recorded in the Office of the Recorder of Deeds, Cook County, Illinois on October 2, 1989 as Document No. 89-463608 and other documents; and

WHEREAS, BENEFICIARY has requested that BANK reduce the interest rate under the Loan, and BANK is agreeable to same, upon the terms and conditions hereinafter set forth; and

WHEREAS, to evidence the reduced interest rate under the Loan, BORROWER shall, at the time of execution and delivery of this Agreement, deliver to BANK an "Amended and Restated Promissory Note" dated as of the date hereof (the "Restated Note"), payable to the order of BANK in the stated current principal amount of the Loan with interest and final maturity as set forth therein, which Restated Note shall be guaranteed by Wayne P. Filosa, personally, and Guiseppe Marchese, personally (collectively referred to herein as the "GUARANTOR") pursuant to a Guaranty of Note and Mortgage of even date herewith (the "Guaranty"); and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, it is hereby agreed as follows:

1. The preamble hereof is incorporated by this reference into the main body of this Agreement.
2. The Restated Note is in the current principal amount of Six Hundred Three Thousand Eight Hundred One and 31/100ths Dollars (\$603,801.31).
3. The Restated Note shall replace and supersede the Note. The indebtedness formerly evidenced by the Note is now

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BOX 156

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TRAN 2979 07/16/92 15:57:00
#3060 *--92-524166
COOK COUNTY RECORDER

COMMUNITY TITLE COMPANY CO.
377 E. Butterfield Rd., Suite 100
Lombard, Illinois 60148
(708) 512-0444 1-800-222-1365

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evidenced by the Restated Note. All references to the Note or the indebtedness evidenced thereby, which are contained in the Mortgage, the Guaranty and Other Loan Documents shall hereafter be construed to be references to the Restated Note or the loan evidenced thereby. All references to the Mortgage contained in the Mortgage, the Guaranty or any of the Other Loan Documents shall be construed to be references to the Mortgage as modified herein and hereby.

4. In consideration of reducing the interest rate under the Loan, the following paragraph are hereby incorporated in the Mortgage as if originally set forth therein:

Default. It shall be a default hereunder if there is a default by First Party or any successor thereto or any beneficiary thereof under any other loan from BANK.

5. Notwithstanding anything in the Mortgage to the contrary, the default rate of interest and late charge under the Mortgage shall be the rate and charge set forth in the Restated Note.

6. This Agreement shall be of no force and effect unless and until:

(a) BORROWER shall have executed and delivered to BANK the Restated Note; and

(b) GUARANTOR shall have executed and delivered to BANK the Guaranty; and

(c) This Agreement shall have been recorded in the Office of the Recorder of Deeds of Cook County, Illinois; and

(d) Minnesota Title Insurance Company shall have issued an endorsement to its ALTA Loan Policy dated October 2, 1989 bearing Policy No. B3072685 under which it shall insure BANK that the Mortgage, as amended hereby, constitutes a valid lien on the Real Estate, subject only to those exceptions shown in Schedule B in said Policy and current real estate taxes.

7. Except as modified herein, nothing herein contained shall alter, waive, annul, vary or affect the Mortgage or any of the Other Loan Documents, it being the intent of the parties hereto that the provisions, conditions and covenants of the documents evidencing and securing the Restated Note shall continue in full force and effect.

8. This Agreement is executed by the BORROWER, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and MANUFACTURERS AFFILIATED TRUST COMPANY hereby warrants 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 Restated Note shall be construed as creating any liability on the BORROWER personally or on MANUFACTURERS AFFILIATED TRUST COMPANY personally to pay the Restated Note or any interest or late charge 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 BANK and by every person now or hereafter claiming any right or security hereunder.

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

BORROWER:

MANUFACTURERS AFFILIATED TRUST COMPANY, not personally, but as Trustee as aforesaid

ATTEST:

By: Martha Brooks
Its: AUTHORIZED OFFICER

By: Lawrence J. Smith
Its: TRUST OFFICER

BENEFICIARY:

Wayne P. Filosa
WAYNE P. FILOSA

Giuseppe Marchese
GIUSEPPE MARCHESE

BANK:

AFFILIATED BANK

By: Richard S. Kenner
Its: 2ND V.P.

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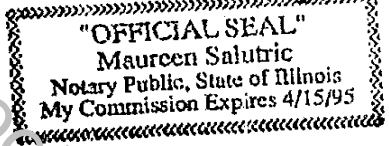
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that LAWRENCE J. SCINTO and MARTHA ANN BROOKINS personally known to me and known by me to be the ~~AUTHORIZED OFFICER~~ ^{President} and ~~TRUST OFFICER~~ ^{Secretary}, respectively, of MANUFACTURERS AFFILIATED TRUST COMPANY, in whose name, as Trustee, the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said MANUFACTURERS AFFILIATED TRUST COMPANY as Trustee as aforesaid, for the uses and purposes therein set forth, and the said ~~AUTHORIZED OFFICER~~ ^{Secretary} then and there acknowledged that he, as custodian of the corporate seal of said MANUFACTURERS AFFILIATED TRUST COMPANY did affix the said corporate seal to said instrument as his free and voluntary act of said MANUFACTURERS AFFILIATED TRUST COMPANY as Trustee as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of April A.D. 1992

Maurcen Salutric
Notary Public

My Commission Expires:

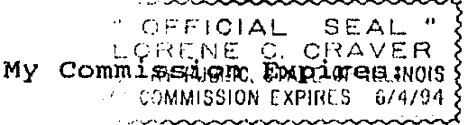


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that WAYNE P. FILOSA, personally known to me to be the person, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged he signed and delivered the said Instrument of writing and executed same as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9 day of APR A.D. 1992

Lorene C Craver
Notary Public

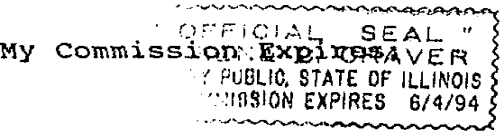


STATE OF)
) SS
COUNTY OF)

I, Lorene C Craver, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that GUISEPPE MARCHESE, who is 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 Notarial Seal this 9 day of APR A.D. 1992

Lorene C Craver
Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1

LOTS 15, 16, 18, 22, 23, 24 AND 25 IN BLOCK 11 IN WEEK'S SUBDIVISION OF BLOCKS 1, 2 AND 3 (EXCEPT THE SOUTH 66 FEET OF SAID BLOCK 3) AND THAT PART OF BLOCKS 11, 12 AND 13 LYING WEST OF WISCONSIN CENTRAL RAILROAD THE SOUTH 476.1 FEET MORE OR LESS OF BLOCK 4 AND THAT PART OF THE SOUTH 398 FEET MORE OR LESS OF BLOCK 10, LYING WEST OF SAID RAILROAD IN RIVER PARK, A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

LOTS 36, 37, 38, 39, 40, 41, 42, 43, 44 AND 45 IN BLOCK 11 IN WEEK'S AND OTHER'S RESUBDIVISION OF LOTS 7, 8, 26, 27, 28 AND PART OF LOTS 4, 5, 6, 29, 30 AND 31 IN BLOCK 11 AND LOTS 1 TO 11, INCLUSIVE AND LOTS 30 TO 42 INCLUSIVE, IN BLOCK 12 IN WEEK'S SUBDIVISION OF RIVER PARK AFORESAID, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2

THE SOUTH 75 FEET OF LOT 9 AND THE SOUTH 25 FEET OF LOT 10 IN BLOCK 11 IN WEEK'S SUBDIVISION OF BLOCK 11 WEST OF RAILROAD IN RIVER PARK IN SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

LOTS 46 TO 50 INCLUSIVE, IN BLOCK 11 IN WEEK'S AND OTHER'S RESUBDIVISION OF LOTS 7, 8, 26, 27, 28 AND PART OF LOTS 4, 5, 6, 29, 30 AND 31 IN BLOCK 11 WEST OF RAILROAD IN WEEK'S SUBDIVISION OF BLOCK 11 IN RIVER PARK IN THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 27, WEST OF RAILROAD, ALL IN COOK COUNTY, ILLINOIS

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P.I.N. 12-27-117-005; 12-27-117-006; 12-27-117-008
12-27-117-012; 12-27-117-013; 12-27-117-014;
12-27-117-020; 12-27-117-022; 12-27-117-024.

ADDRESS OF PROPERTY: 2950 COMMERCE
FRANKLIN PARK, ILLINOIS 60131

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