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NOTE MODIFICATION AGREEMENT

THIS AGREEMENT made this 1st day of October, 1992 by and between Commercial National Bank, a national banking association, not personally, but as Trustee under the Trust Agreement dated September 9, 1985, and known as Trust Number 776 (hereinafter referred to as "Maker"), and COMMERCIAL NATIONAL BANK OF CHICAGO, a national banking association (hereinafter referred to as the "Lender").

WITNESSETH:

WHEREAS, the Lender is the owner and holder of a certain installment Note (hereinafter referred to as the "Note") in the original principal sum of Two Hundred Thirty Thousand and no/100---Dollars (\$230,000.00) from the Maker dated September 13, 1985, payable to the order of the Lender; and

WHEREAS, said Note was previously modified by instruments dated July 29, 1988 and October 1, 1991; and

WHEREAS, said Note, as modified, is due and payable on October 1, 1992 (the "Maturity Date") and has a present outstanding principal balance of One Hundred Ninety Four Thousand Seven Hundred Eighty Three and 53/100---Dollars (\$194,783.53); and

WHEREAS, the interest rate on said Note is presently equal to Two percent (2.00%) above the rate per annum charged from time to time by the Lender and identified by it as its Prime Rate, which rate may not be the lowest rate charged by the Lender.

WHEREAS, the Maker and the Lender have agreed to extend the Maturity Date, change the interest rate, and change the monthly payments of principal and interest.

NOW THEREFORE, in consideration of Ten and no/100---Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the mutual promises contained herein, Maker and Lender agree as follows:

1. As of the date hereof, the Maturity Date of the Note is hereby extended to October 1, 1993.

2. As of the date hereof, the interest rate shall be changed to Eight and One-Half percent (8.50%) per annum. After maturity, whether by acceleration or otherwise, or upon any declaration of default hereunder, interest shall be charged at a rate equal to Twenty percent (20.00%) per annum.

3. As of the date hereof, the monthly principal and interest installments shall be changed to Two Thousand Eighty and no/100-- Dollars (\$2,080.00). Principal and interest payments at the amount set forth herein shall continue on each principal and interest payment date as provided in the Note.

4. From and after the occurrence of any failure by Maker to pay principal and interest when due under the Note, as modified hereby, or under the Mortgage securing payment of the Note, or upon failure of the Maker to pay any principal and interest as of the Maturity Date whether by acceleration or otherwise, interest shall accrue on the amount due and outstanding under the Note, as modified, at the rate of twenty percent (20.00%) per annum.

5. As a material inducement for the Lender to enter into this Note Modification Agreement, the undersigned, and each one of them, waive every defense, cause of action, counterclaim or setoff which the undersigned or any one of them may now have or hereafter may have to any action by the Lender in enforcing this Note, as modified, and/or any of the other obligations of the undersigned as evidenced by any document securing payment hereof, including that Trust Deed dated as of September 13, 1985, and the undersigned agree that the Lender shall not be liable for any error of judgment or mistake of fact or law. The Lender and the undersigned, and each one of them, knowingly, voluntarily, and intentionally waive irrevocably the right either or any may have to trial by jury with respect to any legal proceedings based hereon or arising out of, under, or in connection with the Note, or this Note Modification Agreement or any of the other obligations or documents securing repayment hereof or any course of conduct or course of dealing in which the Lender and the undersigned or any one of them are adverse parties.

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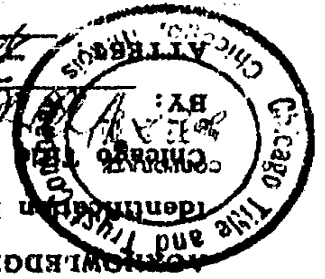
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and Trust Company  
ASST. VICE PRESIDENT

Brian M. Walsh,  
Vice President

ATTEST:

Commercial Loan Officer

John P. Ascher,

BY:

Assistant Trust Officer

Cynthia S. Neil,

ATTEST:

Ronald J. Drobný, Trust Officer

BY: *[Signature]*

Commercial National Bank of Chicago  
as Trustee for and not personally

AGREED TO AND ACCEPTED:

Marin Street

X

Angela Street

X

CONSENTED TO:

ACCEPTED:

IN WITNESS WHEREOF, Commercial National Bank of Chicago, has caused its name to be signed to these presents by its Trust Officer and its corporate seal to be hereunto affixed by its Trust Officer of the day and year first above written.

THIS INSTRUMENT is executed by the undersigned, not personally, but solely as Trustee under the terms of the certain agreement dated the 9th of September, A.D. 1985, creating Trust Number 776 and it is expressly understood and agreed by the parties hereto, anything to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by Commercial National Bank of Chicago, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and intended for the purpose of binding only that portion of the trust property specially described herein, and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against Commercial National Bank of Chicago, on account hereof, or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all personal claiming by or through or under said parties or holder hereof.

Address: 6632-6640 North Damen, Chicago, Illinois

PIN: 11-31-302-03-0000, 11-31-302-032-0000, 11-31-302-033-0000

Lots 9, 10 and 11 in Robey Edgewater Golf Club Addition to Rogers Park, being a subdivision of part of the East 490 feet of the North 1/2 of the Southwest 1/4 of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

This Note Modification Agreement shall also be deemed to modify that certain Trust Deed dated September 13, 1985, and recorded on September 20, 1985, with the Recorder of Deeds of Cook County, Illinois as Document Number 85200810 with respect to the real estate legally described below, and may be recorded with the Recorder of Deeds of Cook County, Illinois:

8. This Agreement shall be attached to and made a part of the Note. 9. Maker and Guarantors warrant that the Note, as modified hereby, is valid, binding and enforceable according to its terms.

10. This Note Modification Agreement shall also be deemed to modify that certain Trust Deed dated September 13, 1985, and recorded on September 20, 1985, with the Recorder of Deeds of Cook County, Illinois as Document Number 85200810 with respect to the real estate legally described below, and may be recorded with the Recorder of Deeds of Cook County, Illinois:

7. All other terms, provisions and conditions of the Note modified hereby remain unchanged and are hereby confirmed, and it is agreed that the principal balance due as of the date hereof is One Hundred Ninety Four Thousand Seven Hundred Eighty Three and 53/100---Dollars (\$194,783.53). 6. The Maker acknowledges the Note, as modified hereby, is secured by a Trust Deed dated September 13, 1985, from Maker, as Mortgagor, to Chicago Title and Trust Company, as Trustee, on real estate in the County of Cook, State of Illinois. All of the agreements, conditions, covenants, provisions and stipulations contained in said Trust Deed which are to be kept and performed by Maker are hereby made a part of the Note, as modified hereby, to the same extent and with the same force and effect as if they were fully set forth herein, and Maker covenants and agrees to keep and perform them or cause them to be kept and performed strictly in accordance with their terms.

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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 Angela Stroe and Marin Stroe personally known to me to be 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 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this 25<sup>th</sup> day of Nov., 1992.

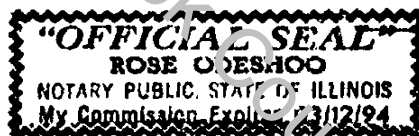


*Rose Odesho*  
Notary Public

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 John P. Ascher, Commercial Loan Officer and Brian M. Walsh, Vice President of Commercial National Bank of Chicago, who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Commercial Loan Officer and Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said Vice President, did also then and there acknowledge that he, as custodian of the corporate seal of said Bank to be affixed to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25<sup>th</sup> day of Nov., 1992.

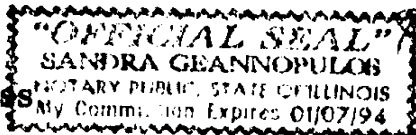


*Rose Odesho*  
Notary Public

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 Ronald J. Drobny, Trust Officer of Commercial National Bank of Chicago, a national banking association, and Cynthia S. Neil, Assistant Trust Officer, as such Trust Officer, and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary acts, and the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said Trust Officer, did also then and there acknowledge that he, as custodian of the corporate seal of said Bank to be affixed to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of November, 1992.



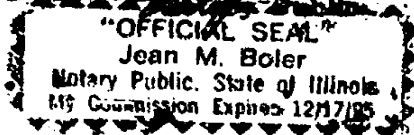
*Sandra Geannopoulos*  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary, of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Secretary, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that as Assistant Secretary, as custodian of the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and seal this 10<sup>th</sup> day of December, 1992.

*Maatta*  
*Commercial Title Co*  
*4000 N. Western Ave*  
*Chicago, Ill 60641*  
*John Ascher*



*Jean M. Boler*  
Notary Public

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