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LOAN MODIFICATION AGREEMENT  
(EXTENSION OF CALL OPTION)

THIS LOAN MODIFICATION AGREEMENT ("Agreement") is made and entered into as of this 16th day of December, 1992 by and among FIRST CHICAGO TRUST COMPANY OF ILLINOIS, an Illinois corporation, as successor to First Chicago Bank of Ravenswood, not personally but as Trustee under a Trust Agreement ("Trust Agreement") dated April 3, 1990 and known as Trust No. 25-10664 ("Trustee"), 714-16 W. Barry Partnership, an Illinois General Partnership, Jeffrey Mohl and Anne Mohl, his wife ("Borrower"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, as successor to First Chicago Bank of Ravenswood, the payee under that certain Promissory Note dated April 12, 1990 ("Payee"), under the following circumstances:

DEPT-01 RECORDING \$33.00  
T#6666 TRAN 4648 12/29/92 13:33:00  
#4491 + \*-92-979387  
COOK COUNTY RECORDER

RECITALS

A. On April 12, 1990, the Borrower executed and delivered to the Payee a certain Promissory Note in the principal amount of Three Hundred Seventy Two Thousand and no/100- (\$372,000.00)--- Dollars (the "Note").

B. Contemporaneous with the execution of the Note, the Trustee, not personally but as Trustee under the Trust Agreement, executed and delivered a Mortgage/Trust Deed (hereinafter referred to as the "Mortgage") on the property described on Exhibit A attached hereto to the Payee to secure payment of the indebtedness described in the Note, including the entire principal amount thereunder and all interest thereon, and the Borrower executed and delivered to the Payee a collateral assignment of its beneficial interest under the land trust described above (the "Assignment").

C. The Borrower desires to modify the terms of the Note to provide for a reduction of the interest rate thereunder as set forth in Section 2 hereof and to provide for an extension of the initial call option provided to Payee under the Note, and the Payee is willing to agree to such reduction of the interest rate and to such extension of the call option upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises described herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amount of Outstanding Obligations. Borrower acknowledges and confirms that as of the date hereof, the outstanding balance of principal and accrued interest under the Note is Three Hundred Sixty Two Thousand Two Hundred Ninety Nine and 82/100--

Box 55 TV

33/2

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(\$362,299.82--- Dollars (the "Indebtedness"). The Borrower personally and the Trustee out of the portion of the trust estate described in Recital B above agree to pay the Indebtedness in accordance with the payment schedule set forth in Section 3 of this Agreement. The parties acknowledge and agree that the Mortgage, the Note, the Assignment and any other documents securing the Note and the Indebtedness evidenced and secured thereby (collectively the "Loan Documents") shall continue in full force and effect, subject only to the modifications described in this Agreement. Execution of this Agreement shall not affect or otherwise impair the lien evidenced by the Mortgage, the Assignment or any of the other Loan Documents, or their priority over other liens, if any.

2. Interest. The Payee agrees that the interest rate under the Note shall be, and it hereby is, reduced to Eight and One Half percent (8.5%) per annum. Accordingly, the Borrower shall pay interest (computed on a 360 day basis) from the date hereof on the outstanding amount of the Indebtedness at a rate of interest equal to Eight and One Half percent (8.5%) per annum, payable as set forth in Section 3 of this Agreement.

3. Payments of Principal and Interest. Borrower and Trustee shall make payments of principal and interest hereunder in the following manner:

(a) Monthly installments of principal and interest in the amount of Three Thousand Eighteen and 32/100---Dollars (\$3,018.32) on the 1st day of December, 1992 ("First Payment Date") and monthly installments of principal and interest in the same amount on the same day of each month thereafter, through and including the Maturity Date (as hereinafter defined); provided, however, upon payment in full of all principal indebtedness hereunder, there shall be simultaneously paid to Payee all interest accrued through said date of payment.

(b) On May 1, 2015 ("Maturity Date") all principal indebtedness hereunder.

4. Call Option. The Note shall be, and it hereby is, revised to provide that the Payee's optional right to call and declare the entire Indebtedness and all accrued interest thereon to be due and forthwith payable in advance of the Maturity Date may be exercised, upon (a) the Fifth anniversary of the First Payment Date, or (b) each successive anniversary of the First Payment Date following such fifth anniversary, provided that Payee shall have given written notice of said call to Borrower at least ninety (90) days prior to any such anniversary date upon which Payee may exercise its call option hereunder.

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5. Continuation of Obligations. The parties acknowledge that the Indebtedness shall not be deemed to have been cancelled, discharged or released in any manner by this Agreement, and that the obligations evidenced by the Note, as modified by this Agreement, and any mortgages, trust deeds, collateral assignment of beneficial interest in land trusts or other Loan Documents creating or perfecting any liens or other security interests with respect to the Indebtedness shall continue in full force and effect as security for the satisfaction and payment of the Indebtedness.

6. Continuation of Other Terms. Except as modified by this Agreement, the terms, conditions, promises and covenants contained in the Note, the Mortgage, the Assignment and any other Loan Documents shall remain in full force and effect.

7. Late Charge. Effective upon execution of this Agreement, in the event the Borrower and/or Trustee fail to make a payment when due and if such payment shall not be received by Bank within ten (10) days after its due date, the Borrower shall be assessed a late fee equal to the greater of \$50.00 or five percent of the amount of any such overdue payment.

8. Financial Statements. Within thirty (30) days after the close of each calendar year, (i) each individual Borrower shall furnish to the Payee its personal financial statement for the calendar year then ending, in form and substance satisfactory to Lender and (ii) each corporate or partnership Borrower shall furnish an annual report of such Borrower, prepared and reviewed by independent certified public accountants, consisting of a balance sheet of such Borrower as of the close of such calendar year and statements of profit and loss of such Borrower, all prepared in accordance with generally accepted accounting principles. In addition, the Borrower shall furnish to Payee, within thirty (30) days after the close of each calendar year, an income and expense statement showing the operation of the premises secured by the Mortgage (the "Premises") and copies of all leases of any portion of the Premises. The income and expense statement shall be comprehensive and reflect, in addition to other data, the following: gross income and source, real estate taxes, insurance, operating expenses in reasonable detail and net income. Within thirty (30) days of filing, the Borrower shall furnish to the Payee copies of all filed federal and state income tax returns.

9. Execution by Trustee. This Agreement is executed by Trustee, 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 said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note

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contained shall be construed as creating any liability on said Trustee personally, to pay the Note or any interest that may accrue thereon or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied herein contained, or with regard to any warranty contained in the Mortgage except the warranty made in this Paragraph; all such liability, if any, being expressly waived by the Payee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and assigns are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look to the premises which are the subject of the Mortgage for the payment thereof in the manner herein and in the Note provided but this shall not be construed in any way so as to affect or impair the lien of the Mortgage or the Payee's right to foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies in any such foreclosure proceedings or other enforcement of the payment of the indebtedness out of and from the security given therefor in the manner herein and in the Note provided for or to affect or impair the personal liability of Borrower on the Note, this Agreement or any other document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first set forth above.

FIRST CHICAGO TRUST COMPANY OF ILLINOIS, not personally but as Trustee as aforesaid

ATTEST:

By: *[Signature]*  
 Title: Trust Officer

By: *[Signature]*  
 Title: (Assistant) Vice President  
 "Trustee"

714-16 W. Barry Building Partnership, an Illinois general Partnership

*[Signature]*  
 Jeffrey Mohl, Individually

BY: *[Signature]*  
 Its: General Partner

*[Signature]*  
 Anne Mohl, Individually

BY: *[Signature]*  
 Its: General Partner

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ATTEST:

THE FIRST NATIONAL BANK OF CHICAGO

By: *G. J. Sanger*

By: *Charles J. Sney*

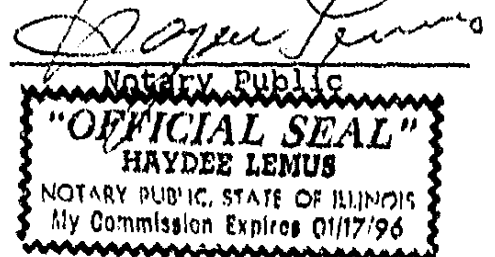
Title: CLOSING OFFICER

Title: VICE PRESIDENT

"Payee"

STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF COOK       )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of December, 1992, by Jeffrey Mohl and Anne Mohl



STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF COOK       )

I, JACKLIN ISHA, a Notary Public in and for said county in the state aforesaid, do hereby certify that MARIO V. GOTANCO of First Chicago Trust Company of Illinois and Maria Migi of First Chicago Trust Company of Illinois being personally known to me as the persons whose names are subscribed to the foregoing instrument as such Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary acts, and as the free and voluntary act of said Bank, as Land Trustee, for the uses and purposes therein set forth; and the said did also then and there acknowledge that he as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said bank, as Land Trustee, for the uses and purposes therein set forth.

DECEMBER 29<sup>th</sup>, 1992

*Jacklin Isha*  
Notary Public



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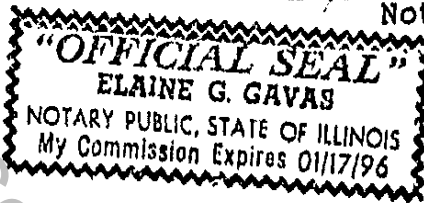
COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, IL 60602  
TEL: 312.603.4000 FAX: 312.603.4001  
WWW.COOKCOUNTYCLERK.COM

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STATE OF ILLINOIS    )  
                                  )    SS  
COUNTY OF COOK     )

The foregoing instrument was acknowledged before me this 28th  
day of December, 1992, by Charles Skapp, the  
Vice PRESIDENT of The First National Bank of Chicago, a  
national banking association, on behalf said bank.

Elaine G. Gavas  
Notary Public



This instrument was prepared by  
and should be returned to:  
T. L. Vargas  
The First National Bank of Chicago  
1825 W. Lawrence Avenue  
Chicago, IL 60640  
Box 55

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOT 13 IN OAK GROVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF LOT 2 IN BICKERDIKE AND STEELE'S SUBDIVISION OF THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE

PIN No. 14-28-104-064

#### PARCEL 2:

THAT PART OF LOT 1 IN BROOMELL SUBDIVISION OF THE WEST 1/2 OF BLOCKS 10 AND 13 IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF A LINE DRAWN 25 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT IN COOK COUNTY, ILLINOIS

PIN No. 14-29-400-002

Commonly known as: 714-16 W. Barry/1155 W. Diversey, Chicago, IL  
2271 N. Lincoln, Chicago, IL

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