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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 21st day of December, 1992, by and between SUBURBAN TRUST AND SAVINGS BANK, Not Personally but as Trustee under Trust Agreement dated July 20, 1978, and known as Trust No. 3076 (hereinafter called "Mortgagor") and METROPOLITAN BANK AND TRUST COMPANY, an Illinois banking corporation, with an office at 2201 West Cermak Road, Chicago, Illinois 60608 (hereinafter called "Mortgagee").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On December 16, 1991, for full value received, Mortgagor, executed and delivered to Mortgagee a Promissory Note in the principal amount of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) (hereinafter called the "Note"), and secured the payment thereof by granting to Mortgagee, among other things, a certain First Mortgage (hereinafter called the "Mortgage"), of even date with said Note, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage was recorded on December 26, 1991 as Document No. 91678885 with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

PARCEL 1: THE NORTH 1/2 OF THAT PART OF THE SOUTH 1/2 LYING SOUTH OF THE NORTH 25 FEET OF SAID SOUTH 1/2 OF BLOCK 17 IN A SUBDIVISION BY THE COMMISSIONERS OF ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 1/2 OF THAT PART OF THE SOUTH 1/2 LYING SOUTH OF THE NORTH 25 FEET OF SAID SOUTH 1/2 OF BLOCK 17 IN A SUBDIVISION BY THE COMMISSIONERS OF ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 828-834 North State Street, Chicago, Illinois.

PIN NO: 17-04-450-010-0000

B. This Note was also secured by an Assignment of Rents against the aforementioned real property which Assignment of Rents was recorded on December 26, 1991 as Document No. 91678886 with the Recorder of Deeds of Cook County, Illinois.

C. This Note has been guaranteed by 830 North State Plaza Venture, an Illinois general partnership; and John Patrick Sullivan and Nicholas L. Kendellen.

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D. This Note matured on December 16, 1992.

E. Mortgagor and Mortgagee wish to extend the maturity date of this Note and further modify the above-mentioned Note and Mortgage as stated herein.

F. The outstanding principal balance of said Note as of December 21, 1992, is \$600,000.00.

G. Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises in favor of any third party (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 Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the Mortgage, as herein modified, is a valid, first and subsisting lien of said Mortgage Premises.

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 term of the subject loan shall be changed from a December 16, 1992 to December 21, 1997.
- 2) The interest rate of the subject loan shall be changed to nine percent (9%) per annum.
- 3) Monthly principal and interest payments on the subject loan shall commence January 21, 1993, in the amount of \$5,398.36 and shall continue to be due on the 21st day of each subsequent month through November 21, 1997, and a final payment shall be due on December 21, 1997 in an amount equal to the entire unpaid principal and interest balance.

In consideration of the modification of the terms of the Note and Mortgage 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 Mortgage, 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 in favor of any third party against the Mortgaged Premises held by Mortgagee, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid, first and subsisting lien on said Mortgage Premises.

Nothing herein contained shall in any manner whatsoever impair

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the Note and the Mortgage 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 herein expressly modified, nor affect or impair any rights, powers, or remedies of Mortgagee under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note, Mortgage 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.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

METROPOLITAN BANK AND TRUST COMPANY, Mortgagee:

Attest:

Maia Rodde Joseph P. Wood
Its Secretary Its Vice President

SUBURBAN TRUST AND SAVINGS BANK, as
Trustee under Trust Agreement dated July 20,
19, 1978 and known as Trust No. 3076,
Mortgagor:

Attest:

David J. Madala Joseph Zavattaro
Its Secretary Its Vice President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Gloria Favela, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, María Robles and Berry A. Woods, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the Assistant Manager and Vice President of METROPOLITAN BANK AND TRUST COMPANY and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed and delivered in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 21st day of December, 1992.



Gloria Favela
Notary Public

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Property of Cook County Clerk's Office

2025-01-15 10:00 AM

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

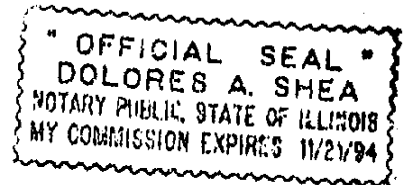
I, Dolores A. Shea, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Ramona Zavattaro and Maria V. Maders, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the Vice President/Tr. Off. and Asst. Sec. of SUBURBAN TRUST & SAVINGS BANK and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed and delivered in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 21st day of December, 1992.

Dolores Shea
Notary Public

Prepared By/Mail To:

ALLEN C. WESOLOWSKI
MARTIN & KARCAZES, LTD.
30 N. LaSalle Street Suite 4020
Chicago, Illinois 60602



Cook County Clerk's Office

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10/11/92

CONSENT TO LOAN MODIFICATION

The undersigned hereby consent to the modification of the Promissory Note dated December 16, 1991, in the principal amount of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) (hereinafter called the "Note"), executed and delivered to METROPOLITAN BANK AND TRUST COMPANY by SUBURBAN TRUST AND SAVINGS BANK whereby;

1) The term of the subject loan shall be changed from a December 16, 1992 to December 21, 1997.

2) The interest rate on the subject loan shall be changed from ten percent (10%) per annum to nine percent (9%) per annum.

3) Monthly principal and interest payments on the subject loan shall commence January 21, 1993, in the amount of \$5,398.36 and shall continue to be due on the 21st day of each subsequent month through November 21, 1997, and a final payment shall be due on December 21, 1997 in an amount equal to the entire unpaid principal and interest balance.

Any obligation of the undersigned arising under said Note or from a guaranty, mortgage or any other instrument executed and delivered to METROPOLITAN BANK AND TRUST COMPANY in connection with said Note is hereby acknowledged to be modified in accordance with the modification of said Note and the undersigned likewise acknowledge that all obligations arising under any such instrument shall remain in full force and effect as so modified.

The undersigned hereby authorizes METROPOLITAN BANK AND TRUST COMPANY to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

Dated: December 21, 1992

830 NORTH STATE PLAZA VENTURE, an Illinois partnership,

By: John Patrick Sullivan
John Patrick Sullivan
General Partner

By: Nicholas L. Kendellen
Nicholas L. Kendellen
General Partner

John Patrick Sullivan
John Patrick Sullivan
Individually

Nicholas L. Kendellen
Nicholas L. Kendellen
Individually

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