

UNOFFICIAL COPY COSMOPOLITAN BANK

92197309

Cosmopolitan Bank and Trust
801 North Clark Street, Chicago, Illinois 60610-3287
telephone: 312/664-5200 facsimile: 312/664-7873

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LOAN MODIFICATION AGREEMENT

This Agreement made this 31st day of January, 19 92 by and between
Cosmopolitan Bank and Trust as Trustee under Trust Agreement dated August 31, 1976
and known as Trust No. 23100, not personally ("Mortgagor")
and Cosmopolitan Bank and Trust ("Mortgagee")

WITNESSETH:

WHEREAS, Mortgagor has heretofore made, executed and delivered the following:

- A. Mortgage Note dated September 24, 19 86 in the original principal sum of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) made by Mortgagor to Mortgagee ("Mortgage Note");
- B. Mortgage of even date with and securing the Mortgage Note executed, acknowledged and delivered by Mortgagor to Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on September 24, 19 86 as Document No. 86435196 ("Mortgage");

WHEREAS, the Mortgage constitutes a first lien upon certain real property situated in Chicago Illinois and legally described as follows:

Lots 143 to 153 both inclusive together with the West 1/2 of the alley lying East of and adjoining said Lots in Commissioners Subdivision of the North West 1/4 of the North West 1/4 of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois

P.I.N. No. 16-34-200-016

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COOK COUNTY RECORDER

WHEREAS, on the date Mortgagee executes this Agreement, Mortgagee is the owner and holder of record of Mortgage Note and Mortgage; and

WHEREAS, on the date Mortgagor executes this Agreement, Mortgagor continues to be the owner of the premises described above and acknowledges that said Mortgage is a valid and subsisting first lien securing an indebtedness in the principal sum of One Hundred Twenty Two Thousand One Hundred Dollars (\$122,179.49) with interest thereon as set forth in Mortgage Note, all in accordance with the terms, covenants, conditions and warranties of said Mortgage, and that there are no defenses or offsets to said Mortgage or to the Mortgage Note and that all of the other provisions thereof are in full force and effect; and

WHEREAS, the parties hereto desire to modify and amend the Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. All of the foregoing recitals are hereby incorporated into this Agreement and made a part hereof.

2. The Mortgage is hereby amended as follows:

The term of the Mortgage is hereby extended through January 31, 1997 along with the term of the Note.

3. The Interest rate on the Note is modified to 10.0% fixed.

This documented prepared by
Cosmopolitan Bank and Trust
801 N. Clark St.
Chicago, Illinois 60610
(address)

2500
EX

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3. Except as herein expressly modified, all of the terms, covenants, conditions and warranties of the Mortgage Note and Mortgage shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Loan Modification Agreement on the date first above written.

POSTAGE

MORTGAGOR:

S. Anton Wladis
S. Anton Wladis, Individually

MORTGAGEE:
FOR EXCULPATORY PROVISIONS SEE RIDER ATTACHED
HERETO WHICH IS MADE PART HEREOF

Cosmopolitan Bank and Trust, Trustee as
aforsaid, & not personally

By: Antonio R. Guillen
Antonio R. Guillen
Title: Vice President

(SEAL)

ATTEST:

By: Ann M. Hucek
Ann M. Hucek
Title: Trust Officer

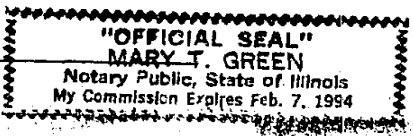
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STATE OF ILLINOIS)
COUNTY OF) SS

I, Mary T. Green, a Notary Public in and for the County and State aforesaid, do hereby certify that on the 31st day of January, 1992, Antonio R. Guillen & Ann M. Hucek, personally known to me to be the individual described in the above instrument, appeared before me in person and acknowledged that she/he executed the above document as her/his free and voluntary will.

Mary T. Green
Notary Public

My commission expires:



This Loan Modification Agreement is executed by Cosmopolitan Bank and Trust, 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 Cosmopolitan Bank and Trust 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 said note contained shall be construed as creating any liability on the said Cosmopolitan Bank and Trust, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon or any indebtedness accruing hereunder or thereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the mortgagee and by every person now or hereafter claiming any right or security hereunder or thereunder, and that so far as Cosmopolitan Bank and Trust, either individually or as Trustee aforesaid, or its successor personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder or thereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby or thereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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