

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

9 3 5 7 1 4 8 7

93 JUL 22 PM 1:45

93571487

29

2r

**LOAN MODIFICATION AGREEMENT**

**AMENDMENT TO NOTE AND MORTGAGE**

This Amendment to Note and Mortgage is entered into on October 27, 1992. LaSalle National Trust, N.A., A National Banking Association, Not Personally, But Solely As Trustee Under Trust Agreement Dated August 24, 1984 And Known As Trust Agreement Number 108825 (The Borrower) has made and delivered to Seaway National Bank of Chicago, a national banking association ("Lender"), that certain promissory note executed by LaSalle National Trust, N.A., A National Banking Association, Not Personally, But Solely As Trustee Under Trust Agreement Dated August 24, 1984 And Known As Trust Agreement Number 108825 under the recorded Mortgage ("Note") dated January 31, 1991 in the principal amount of Three Hundred Five Thousand Five Hundred Sixty- Nine and 38/100--Dollars --(\$305,569.38).

The Note is secured by a Mortgage dated January 31, 1991 and recorded February 1, 1991 with the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 3942041 (the "Mortgage"), which mortgages to Lender real estate in Cook County, Illinois legally described on Exhibit A attached hereto and made a part hereof.

Borrower has requested Lender to make certain revisions to the rate of the Note and Mortgage, specifically to change the rate of 9.50% fixed to 8.00% fixed until maturity of said Note, all of which Lender has agreed to do subject to certain terms and conditions including but not limited to, a change in the interest rate of the Note.

THEREFORE, in consideration of the foregoing, and in further consideration of the mutual covenants herein contained, the parties hereto agree as follows:

(1) Amendments to the Note. The Note is hereby amended as follows:

(a) The principal amount of the Note, wherever said amount is expressed therein, to Two Hundred Seventy Nine Thousand Seven Hundred Fifty- Eight and 14/100--Dollars--(\$279,758.14).

(b) The interest rate of the Note prior to maturity, wherever said amount is expressed therein, is hereby amended to eight per cent (8.00%) per annum.

(c) The entire outstanding principal balance due under the Note, if not sooner paid, shall be due and payable on January 1, 2002.

(2) Amendments to Mortgage. The Mortgage is hereby amended such that the principal amount of the Note that is secured by the Mortgage, wherever said amount is expressed in the Mortgage, is Two Hundred Seventy Nine Thousand Seven Hundred Fifty Eight and 14/100--Dollars (\$279,758.14).

63  
Deeds  
93571487

Recorder of Deeds

93571487

# UNOFFICIAL COPY

78-17880

RIDER ATTACHED TO AND MADE A PART OF

MORTGAGE

~~(TRANSFER AGREEMENT~~

~~(EXTENSION AGREEMENT~~

~~(ADDITIONAL FINANCE AGREEMENT~~

~~(COAST GUARDIANSHIP AGREEMENT~~

Property of

Dated OCTOBER 27, 1992

Under Trust No. 708825

This instrument is executed LASALLE NATIONAL TRUST, N.A., not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL TRUST, N.A. are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LASALLE NATIONAL TRUST, N.A. by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL TRUST, N.A., either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL TRUST, N.A., personally or as said Trustee, to requester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL TRUST, N.A. personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

S. 571487

93571487

Form XX0786  
5/1/90

7000 S

781

# UNOFFICIAL COPY

Loan Modification Agreement/Amendment to Note and Mortgage  
Page Two

(3) Conditions to Effectiveness of Amendments. This Amendment to Note and Mortgage shall be of no force or effect until after the recordation hereof be made in the Office of the Recorder of Deeds of Cook County, Illinois, and Chicago Title Insurance Company shall issue an endorsement to its Loan Policy No. 72-88-130 pursuant to which the amount of insurance afforded by said loan policy is decreased to Two Hundred Eighty Thousand and 00/100--Dollars--(\$280,000.00), and by which said title insurance company insures Lender that the Mortgage, as amended hereby, constitutes a valid first and prior lien on the real estate, dated January 31, 1991.

(4) Continued Effectiveness of Documents. In all other respects the Note and Mortgage shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date appearing on the first page hereof.

Signed, sealed and delivered this 27th day of October, 1992  
SEAWAY NATIONAL BANK OF CHICAGO

By Cordell McGary  
Cordell McGary, Vice President

ATTEST

(SEAL)

George M. Ward  
George M. Ward, Assistant Vice President  
LOAN SERVICES DEPARTMENT

### CONSENT TO LOAN MODIFICATION

The undersigned endorser(s), guarantor(s), or other secondary obligors, including an original unreleased borrower(s), hereby consent to the foregoing loan modification.

Prepared by:  
MML to:

Seaway National Bank  
645 E 87th  
Chicago, IL 60619

LaSalle National Trust, N.A.  
as Trustee and not personally

By [Signature] (SEAL)  
Authorized Signature ASSISTANT SECRETARY

[Signature] (SEAL)  
Jacobus Dickens

93571487

BOX 333

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

03211481

EXHIBIT "A"

PARCEL 1:

LOT 23 IN OLYMPIA WOODS, A SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT NUMBER LR1458308.

PARCEL 2:

A TRACT OF LAND IN THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 13, A DISTANCE OF 484 FEET NORTH OF THE NORTH LINE OF THE SOUTH EAST 1/4 OF SECTION 13, THENCE WEST ALONG A LINE 484 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTH EAST 1/4 OF SECTION 13, A DISTANCE OF 443 FEET TO A POINT; THENCE SOUTH ALONG A LINE 443 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 A DISTANCE OF 463.50 FEET TO A POINT, THENCE NORTHWESTERLY ALONG A STRAIGHT LINE WHICH MAKES AN ANGLE OF 58 DEGREES, 32 MINUTES, WITH THE LAST NAMED LINE WHEN TURNED FROM THE NORTH TO THE WEST A DISTANCE OF 403.25 FEET TO A POINT, THENCE NORTHWESTERLY, TANGENT TO THE LAST DESCRIBED LINE, ALONG A CURVE CONVEX TO THE SOUTH WEST, HAVING A RADIUS OF 987.95 FEET FOR A CHORD DISTANCE OF 129.75 FEET TO THE NORTH EAST CORNER OF LOT 23, IN OLYMPIA WOODS, A SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES, AS DOCUMENT NUMBER LR1458308, SAID CORNER BEING THE POINT OF BEGINNING, THENCE NORTHEASTERLY ALONG A LINE WHICH IS THE EASTERLY LINE OF SAID LOT 23, EXTENDED NORTHERLY, A DISTANCE OF 97.97 FEET TO A POINT, THENCE NORTHWESTERLY ALONG A STRAIGHT LINE WHICH MAKES AN ANGLE OF 77 DEGREES, 55 MINUTES, WITH THE LAST NAMED LINE WHEN TURNED FROM THE SOUTH TO THE WEST, A DISTANCE OF 178.57 FEET TO A POINT, THENCE NORTHWESTERLY ALONG A STRAIGHT LINE WHICH MAKES AN ANGLE OF 168 DEGREES, 34 MINUTES, WITH THE LAST NAMED LINE WHEN TURNED FROM THE SOUTH EAST TO THE SOUTH WEST, A DISTANCE OF 138.08 FEET TO A POINT, THENCE WESTERLY ALONG A STRAIGHT LINE WHICH MAKES AN ANGLE OF 159 DEGREES, 39 MINUTES 15 SECONDS WITH THE LAST NAMED LINE WHEN TURNED FROM THE NORTH EAST TO THE WEST, A DISTANCE OF 63.86 FEET TO THE NORTHEASTERLY POINT OF THE LAND CONVEYED IN THE WARRANTY DEED REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES FOR COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER LR1539327, THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF THE LAND CONVEYED BY SAID DEED REGISTERED AS DOCUMENT NUMBER LR1539327, A DISTANCE OF 179.05 FEET TO THE NORTH WEST CORNER OF SAID LOT 23, THENCE SOUTHEASTERLY ALONG A CURVE WHICH IS CONVEX TO THE SOUTH WEST,

93571487

UNOFFICIAL COPY

Property of Cook County Clerk's Office

83241485

9 5 7 1 4 8 7

HAVING A RADIUS OF 987.95 FEET SAID LINE BEING THE NORTHERLY LINE OF SAID LOT 23) FOR A CHORD DISTANCE OF 186.30 FEET TO THE POINT OF BEGINNING.

## PARCEL 3:

A TRACT OF LAND IN THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 13, A DISTANCE OF 484 FEET NORTH OF THE NORTH LINE OF THE SOUTH EAST 1/4 OF SECTION 13, THENCE WEST ALONG A LINE 484 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTH EAST 1/4 OF SECTION 13, A DISTANCE OF 443 FEET TO A POINT; THENCE SOUTH ALONG A LINE 443 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 A DISTANCE OF 463.50 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE WHICH MAKES AN ANGLE OF 58 DEGREES AND 32 MINUTES WITH THE LAST NAMED LINE WHEN TURNED FROM THE NORTH TO THE WEST, A DISTANCE OF 403.25 FEET TO A POINT; THENCE NORTHWESTERLY TANGENT TO THE LAST DESCRIBED LINE, ALONG A CURVE CONVEX TO THE SOUTH WEST, HAVING A RADIUS OF 987.95 FEET FOR A CHORD DISTANCE OF 315.33 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE RADIUS OF AFORESAID CURVE EXTENDED, A DISTANCE OF 227 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE WHICH FORMS AN ANGLE OF 86 DEGREES AND 2 MINUTES WITH THE RADIUS OF AFORESAID CURVE EXTENDED, WHEN TURNED FROM NORTH EAST TO NORTH WEST, A DISTANCE OF 272.25 FEET TO A POINT; THENCE EASTERLY ALONG A STRAIGHT LINE WHICH FORMS AN ANGLE OF 50 DEGREES AND 33 MINUTES WITH THE LAST DESCRIBED LINE WHEN TURNED SOUTH TO EAST, A DISTANCE OF 151.15 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A STREET LINE WHICH FORMS AN ANGLE OF 129 DEGREES AND 5 MINUTES WITH THE LAST DESCRIBED LINE WHEN TURNED FROM NORTH WEST TO NORTH EAST, A DISTANCE OF 70.60 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 179.05 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS: 2733 COUNTRY CLUB DRIVE  
OLYMPIA FIELDS, IL 60461

PERMANENT INDEX NUMBERS: 31-13-303-042-0000  
31-13-400-007-0000  
31-13-400-044-0000

93571487

UNOFFICIAL COPY

Property of Cook County Clerk's Office

03231483