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DEPT-01 RECORDINGS \$29.50
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#4412 # *--93--843407
COOK COUNTY RECORDER

WORTH BANK AND TRUST
6825 WEST 111TH STREET
WORTH, IL 60482

NOTE AND MORTGAGE LOAN
MODIFICATION AGREEMENT

MODIFICATION AGREEMENT, MADE August 16, 19 93,
between Worth Bank and Trust (the Mortgagee)
of 6825 West 111th Street, Worth, IL, and
Worth Bank and Trust as Trustee under Trust #4487 (the Mortgagor)
of 6825 West 111th Street, Worth, IL.

RECITALS:

WHEREAS,

A. The Mortgagee is the holder of a certain note dated on
October 16, 1989 and executed and delivered to the
Mortgagee by the Mortgagor on or about October 16, 1989 in
the original amount of TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100-----
(\$ 225,000.00) DOLLARS (the Note); and

WHEREAS,

B. The Note is secured by a certain Real Estate Mortgage
dated October 16, 1989 and recorded October 30
1989 as Document Number 89513418 in Cook County,
State of Illinois, (the Mortgage), and by an Assignment of
Rents-Leases dated October 16, 1989 and recorded October 30,
1989 as Document Number 89513419 in Cook County,
State of Illinois, on real property (the Mortgaged Premises)
commonly known as 820 West 120th Street, Chicago, IL
and legally described as follows (or as attached as Exhibit A):

C. The Mortgagor and Mortgagee wish to modify certain terms
of either the Note or the Mortgage, or both, without the neces-
sity of rewriting the Note and/or Mortgage and without affecting
the obligations of the Mortgagor under the Note and Mortgage
(except as set forth in this Modification Agreement).

NOW THEREFORE, in consideration of the mutual agreements
herein contained and other good and valuable consideration, the
Mortgagor and Mortgagee agree as follows:

1. The Mortgagor and Mortgagee acknowledge, that as of the
date hereof, there is owing upon the Note, the principal sum of
ONE HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED NINETY EIGHT
(\$ 193,798.29) DOLLARS,
with interest thereon from July 15, 1993.

2. As designated by the initials of the Mortgagor and by an
"X" in the box adjacent, it is agreed that, as of the date
hereof that those provisions of the Note or the Mortgage, or
both, that pertain to the underlined language below shall be,
and the same are, hereby modified and amended by the language
set forth after the appropriate underlined portion which is
acknowledged by the "X" and the Mortgagor's initials.

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MODIFICATION OF TERMS OF THE NOTE:

- X 0 Interest Rate. The interest rate of Eleven and One Quarter (11.25 %) percent per annum is adjusted to a rate of Eight and Six Tenths (8.6 %) per annum on the remaining principal balance.
- X 0 Default Rate. The default rate after default or accelerations shall be equal to Eleven and Eight Tenths (11.8 %) percent per annum.
- X 0 Monthly Installment. The monthly installment payment shall be Two Thousand Two Hundred Seventy-Eight (\$ 2,278.00) DOLLARS per month effective September 16, 1993 which includes payments of principal and interest.
- X 0 Maturity Date. The entire indebtedness including principal, accrued interest and all other charges evidenced by the Note, shall be due and payable on the 16th day of October, 1999 (Maturity Date).
- X 0 Date of Payment. The due date for the monthly payment is changed from August 16, 1993 to September 16, 1993 and on that same day each month thereafter.
- "NONE" 0 Prepayment Penalty. Prepayment of the Note may be made. However, if prepayment of the entire balance is made within three (3) years from the date of this Modification Agreement the Mortgagee may, if allowed by law, charge as a prepayment penalty an amount equal to one (1%) percent of the amount of the prepayment made.
- X 0 Late Payment Charge. A late payment charge (if allowed) may be made in the amount of \$25.00 ~~XXXXXXX) percent of the amount of any payment received~~ by Mortgagee fifteen (15) days after the due date either set forth in the Note or as modified herein.

MODIFICATION OF MORTGAGE TERMS:

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- X 0 Amount Secured. The principal amount secured by the Mortgage is (increased) (reduced) to the amount of ONE HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED NINETY-EIGHT & 29/100 DOLLARS, plus interest as set forth in the Note or as modified by this Agreement.

MODIFICATION - OTHER

- X 0 The Note or Mortgage, or both are additionally modified as follows or as modified herein; Additionally modifies previously executed Security Agreement with Assignment of Beneficial Interest in Worth Bank and Trust Land Trust #4487 executed by Michael Biscan Sr. and Alfred S. Bialkowski on October 16, 1989.

3. The parties agree that the Note and the Mortgage, including such changes, modifications, and amendments as are herein contained, are in full force and effect with respect to each and every other term and provision thereof, and nothing herein contained shall in any way affect the lien of the Mortgage on the Mortgaged Premises. Nothing contained in this Modification Agreement shall impair the enforcement of the Note or the Mortgage or the security now held for the indebtedness thereunder, nor alter, or waive, annul, vary or effect any other provision, term, conditions, covenants, duties, obligations or remedies available under the Note and Mortgage therein, except as herein modified. It is the intention of the parties that the terms and provisions of all the original loan documents including the Note and Mortgage shall continue in full force and effect, together with those sections as modified by this Agreement.

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4. If Mortgagor consists of two or more persons, the liability of such persons hereunder shall be joint and several.

5. The Agreement shall be binding upon the heirs, successors, and assigns with respect to the parties hereto. Whenever used, "the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

For the purpose of this Agreement it is executed and effective as of the date of this Agreement set forth above.

WITNESSES:

WORTH BANK AND TRUST, as Trustee
D/T/A No. 10/16/89 A/K/A Trust No. 4487
and not personally

BY: Jeanna J. Prendergast, Trust Administrator

STATE OF Illinois }
COUNTY OF Cook } SS:

On this 15th day of August, 1993, this Agreement was acknowledged before me by _____.

MORTGAGOR:

Michael J. Buson, Jr.
Alfred H. Biakowski

Notary Public
VICKI J. RADUCHA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 18, 1993

County, _____
My commission expires: _____

WITNESSES:

Dawn M. Klemenko
Vicki J. Raducha

STATE OF Illinois }
COUNTY OF Cook } SS:

On this 16th day of August, 1993 before me a Notary Public in and for said County, personally appeared of George Rickard the Vice President and acknowledged the foregoing instrument on behalf of said Bank.

MORTGAGEE:

WORTH BANK AND TRUST 93843407
George Rickard
VICE PRESIDENT



OFFICIAL SEAL
VICKI J. RADUCHA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 18, 1993

OFFICIAL SEAL
VICKI J. RADUCHA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 18, 1993

Vicki J. Raducha
Notary Public
County, _____
My commission expires: _____

THIS INSTRUMENT PREPARED BY:

WORTH BANK AND TRUST
6825 W. 111TH STREET
WORTH BANK AND TRUST
6825 W. 111TH STREET
WORTH, IL 60432

PIN: _____

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own rights, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Worth Bank and Trust or any beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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EXHIBIT "A"

Attached hereto and made a part hereof

Legal Description:

Parcel 1: THAT PART OF BLOCK 1 IN FIRST ADDITION TO WEST PULLMAN, A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 325 FEET OF SAID BLOCK 1, LYING WEST OF THE EAST 141 FEET THEREOF, LYING WEST OF THE WEST LINE OF HALSTED STREET AS ORIGINALLY LAID OUT ON THE PLAT OF SAID SUBDIVISION AND LYING EAST OF THE LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID BLOCK 269.6 FEET EAST OF THE SOUTH WEST CORNER THEREOF TO A POINT ON THE SOUTH LINE OF THE NORTH 325 FEET OF SAID BLOCK, 269.1 FEET EAST OF THE WEST LINE THEREOF, IN COOK COUNTY, ILLINOIS.

Parcel 2: THAT PART OF BLOCK 1 IN FIRST ADDITION TO WEST PULLMAN. A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 325 FEET OF SAID BLOCK 1, LYING WEST OF A LINE DESIGNATED AS AB FOR IDENTIFICATION DRAWN FROM A POINT ON THE SOUTH LINE OF SAID BLOCK 255.6 FEET EAST OF THE SOUTH WEST CORNER THEREOF AND RUNNING TO A POINT ON THE SOUTH LINE OF THE NORTH 325 FEET OF SAID BLOCK, 255.1 FEET EAST OF THE WEST LINE THEREOF, AND LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE FOLLOWING DESCRIBED RIGHT OF WAY:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 1, 255.6 FEET EAST OF THE SOUTH WEST CORNER THEREOF, THENCE NORTH ALONG A LINE THE EXTENSION OF WHICH INTERSECTS THE SOUTH LINE OF THE NORTH 325 FEET OF SAID BLOCK AT A POINT 255.1 FEET EAST OF THE WEST LINE OF SAID BLOCK, FOR A DISTANCE OF 39.5 FEET TO A POINT, THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TANGENT TO SAID LINE WITH A RADIUS OF 243.8 FEET, A DISTANCE OF 312.46 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 325 FEET OF SAID BLOCK, 80.35 FEET EAST OF THE WEST LINE OF SAID BLOCK; THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH 325 FEET OF BLOCK 1 39.8 FEET THENCE SOUTHEASTERLY ALONG A CURVE OF RADIUS OF 257.8 FEET CONCENTRIC WITH AND 14 FEET FROM LAST DESCRIBED CURVE A DISTANCE OF 205.45 FEET TO A POINT MARKED BY A STEEL RAIL ON THE LINE AB HERETOFORE DESCRIBED AND 123.3 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK; THENCE SOUTH ALONG SAID LINE AB, 83.8 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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Legal Description continued:

Parcel 3: A STRIP OF LAND FOURTEEN FEET IN WIDTH THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS TO WIT:

COMMENCING AT A POINT IN THE SOUTH LINE OF BLOCK 1 IN THE FIRST ADDITION TO WEST PULLMAN, A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS PER PLAT OF SAID SUBDIVISION RECORDED AUGUST 22, 1892 AS DOCUMENT 1721159 262.6 FEET EAST OF THE SOUTH WEST CORNER OF SAID BLOCK 1; THENCE NORTH 272.22 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 325 FEET OF SAID BLOCK 1 262.1 FEET EAST OF THE WEST LINE OF SAID BLOCK 1 (EXCEPT THE RAILROAD RIGHT OF WAY RUNNING FROM WEST 120TH STREET, FIRST NORTHERLY AND THENCE CURVING NORTHWESTERLY.)

PIN: 25-29-202-013-0000
25-29-202-014-0000
25-29-202-015-0000

Property Address: 814-822 West 120th Street, Chicago, Illinois 60643

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