

LOAN MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 28th day of September 1993, by and between Chicago Title & Trust Company, as Trustee under Trust Agreement dated September 11, 1978 and known as Trust No. 1073130, (hereinafter called "Mortgagor") and North Community Bank, an Illinois Banking Corporation, with an office at 3639 North Broadway, Chicago, Illinois 60613 (hereinafter called "Mortgagee").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On March 28, 1990 for full value received, Chicago Title & Trust Co., executed and delivered to Mortgagee a Promissory Note in the principal amount of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100***(\$2,500,000.00) (hereafter called the "Note"), and secured the payment thereof by granting to Mortgagee, among other things, a certain Trust Deed (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 May 23, 1991, and known as Document No. 91246859 with the Recorder of Deeds of Cook County, Illinois, covering the property described below hereinafter called the "Mortgaged Premises"):

LOTS 21 AND 22 IN TOMLINSON'S SUBDIVISION OF THE NORTH PART OF SUB-BLOCK 2 OF THE SUBDIVISION OF THE NORTH WEST 1/4 OF BLOCK 11 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-32-200-007; 14-32-200-007
Property Address: 2339 N. Racine, Chicago, Il. 60614

B. Mortgagor has requested that certain modifications be made in the above-mentioned Note and Mortgage.

C. The outstanding principal balance of said Note as of September 28, 1993 is \$855,138.46.

D. Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (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 Mortgaged Premises.

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F.D.

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E. Whereas, said Note has reached maturity as of March 28, 1991 and was extended under a Loan Modification Agreement, recorded on May 28, 1991 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 91246859; it was agreed to extend the loan to March 28, 1992 that the interest rate on said loan would remain the same as all other terms and provisions of the Note and Mortgage and Assignment of Rents would remain in full force and effect;

F. Whereas, said Note has reached maturity as of March 28, 1992, and was extended under a Loan Modification Agreement recorded on June 2, 1992 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 92385654; it was agreed to extend the loan to September 28, 1992 that the interest rate on said loan would remain the same as all other terms and provisions of the Note and Mortgage and Assignment of Rents would remain in full force and effect;

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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 Maturity Date of the Note shall be extended from SEPTEMBER 28, 1992 to SEPTEMBER 28, 1998.**
2. **Effective October 28, 1993 the NEW MONTHLY PRINCIPAL AND INTEREST PAYMENT will be \$6,600.00.**

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 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 Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair 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 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.

This instrument is executed by Mortgagor, not personally, but as Trustee under a deed or deeds in trust delivered pursuant to aforementioned Trust Agreement, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument); and no personal liability shall exist or be asserted or enforceable against Mortgagor generally or in any capacity other than as Trustee as aforesaid, because or in respect of this instrument, the Mortgage so modified or the Note secured thereby, and its liability as Mortgage shall be limited to and enforceable only out of the property described in this Mortgage, by enforcement of the lien hereof, and no duty shall rest upon Mortgagor to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

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

**NORTH COMMUNITY BANK,
Mortgagee:**

Attest:

Marilyn Tzakis
Its Vice President
MARILYN TZAKIS

Scott M. Yelvington
Its President
SCOTT M. YELVINGTON

~~AMERICAN NATIONAL BANK
As Trustee:~~

Attest:

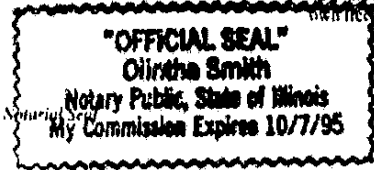
~~Chicago Title and Trust Company
AS TRUSTEE~~

Sheila Davenport
Its Secretary

Susan Decker
Its Vice President

STATE OF ILLINOIS,
COURTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary's possession of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.



Given under my hand and Notarial Seal this 19th day of October, 1993
Orltha Smith
Notary Public

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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, including the waive of rights of redemption and waive of all rights and benefits under and by virtue of the homestead exemption laws of this state.

Given under my hand and notarial seal this 28th day of September, 1993.

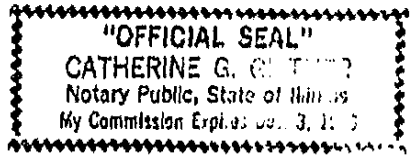
(NOTARIAL SEAL)

Notary Public
Catherine G. Dill

My commission expires: 12/03/96

This instrument prepared by:

North Community Bank
3639 N. Broadway
Chicago, IL 60613



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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: (773) 399-3000 FAX: (773) 399-3001
WWW.COOKCOUNTYCLERK.COM

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COOK COUNTY CLERK
JANUARY 1, 2011
CHICAGO, ILL.

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