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## MODIFICATION AGREEMENT

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THIS INDENTURE, MADE July 1, 1993, BY AND BETWEEN THE FIRST NATIONAL BANK OF CHICAGO SUCCESSOR BY MERGER TO GARY-WHEATON BANK OF BATAVIA (First Party), which is the owner of the Mortgage hereinafter described, and FIRST BANK OF OAK PARK, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 26, 1976 AND KNOWN AS TRUST NUMBER 10759 (Second Party) who are the title holders of the real estate hereinafter and in the said Mortgage described,

5-9302215

WITNESSETH:

1. The parties hereby agree to modify the terms of repayment of the indebtedness evidenced by the Installment Note for ONE HUNDRED EIGHTY THOUSAND AND NO/100'S Dollars (\$180,000.00) dated July 10, 1988 which is secured by the Mortgage of even date herein referred to and recorded on August 23, 1988 in the Recorder's office of Cook County, Illinois, as Document No. 88383304, under which the Mortgagor mortgages to THE FIRST NATIONAL BANK OF CHICAGO SUCCESSOR BY MERGER TO GARY-WHEATON BANK OF BATAVIA, certain real estate situated in the County of Cook, State of Illinois, described as follows:

LOTS 52, 53, 54, 55, 56, 57 AND 58 IN J.W. McCORMACKS WESTMORELAND BEING A SUBDIVISION IN THE WEST 1/2 OF FRACTIONAL SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS.

PINS: 15-08-104-011  
15-08-104-012  
15-08-104-039  
15-08-104-005

ADDRESS: 5345 S. St. Charles Road, Berkeley, IL 60153

2. Current principal amount remaining unpaid on the indebtedness is ONE HUNDRED SEVENTY THOUSAND TWENTY ONE AND 68/100'S Dollars (\$170,021.68).

3. Said Installment Note shall be amended to provide that, commencing on July 1, 1993, interest shall accrue at the rate of 8.75% per annum and said unpaid principal amount of \$170,021.68 and interest on the balance of principal remaining from time to time unpaid, at the rate of 8.75% per annum shall be paid in installments, as follows:

Principal and interest payments in the amount of \$1,712.34 shall be due and payable on first day of each month beginning August 1, 1993 and continuing on the first day of every month thereafter until July 1, 1998. All such payments on account of the indebtedness evidenced by said Note shall first be applied to interest on the unpaid balance and the remainder to principal.

Any unscheduled partial payment shall be applied to the outstanding principal balance of said Installment Note in the inverse order of maturity and no unscheduled partial payment shall operate to defer or reduce the scheduled monthly installment payments provided for in said Installment Note.

4. Notwithstanding anything to the contrary in said Installment Note, if any part of said unpaid principal amount or interest thereon be not paid as herein provided, or if default in the performance of any other covenant of the Mortgage shall continue for three (3) days, the entire principal sum remaining unpaid together with the then accrued interest shall, without notice, at the option of the holder of said Installment Note become and be due and payable, in the same manner as if said modification had not been granted.

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5. From and after the date hereof, Second Party shall furnish to First Party within ninety (90) days following the end of each fiscal year of Second Party, for so long as said Installment Note shall not have been repaid in full, its financial statements and federal and state income tax returns for such fiscal year and such other financial information as First Party may request, all in form and substance satisfactory to First Party. In addition to such financial statements and tax returns, Second Party shall deliver to First Party a rent roll prepared as of the last day of such fiscal year and copies of any and all new leases and modifications and amendments to existing leases entered into during such fiscal year. All rent rolls, financial statements, new leases, and modifications and amendments to existing leases shall be certified by Second Party as being true, correct and complete. If Second Party is an Illinois land trust, then the financial statements, tax returns and other financial information furnished by Second Party shall pertain to the beneficiary of Second Party and the certification thereof shall be given by the beneficiary of Second Party. Second Party's failure to comply with the provisions of this Paragraph 5 shall constitute a default under said Mortgage.

6. This Agreement is supplementary to said Mortgage and to the Assignment of Rents dated July 10, 1988 and recorded as Document Number 88383305. Except as provided herein, all the provisions thereof and of the Installment Note including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Installment Note shall remain in full force and effect.

Second Party, FIRST BANK OF OAK PARK, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 26, 1976 AND KNOWN AS TRUST NUMBER 10759 has advised First Party that the proceeds of the loan secured by the Mortgage hereinabove referred to were originally used for the purposes specified in Chapter 815, Section 205/4 of the Illinois Compiled Statutes, and that the principal obligation secured thereby constitutes a business loan which comes within the purview of said paragraph.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture on the day and year first above written.

THE FIRST NATIONAL BANK OF CHICAGO

By: Leslie J. Gomora  
Leslie J. Gomora  
Title: Sr. Vice President

FIRST BANK OF OAK PARK, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 26, 1976 AND KNOWN AS TRUST NUMBER 10759

By: Robert P. [Signature]  
Title: Vice-president & Trust Officer

ATTEST: [Signature]  
Title: Assistant Secretary

This document is executed by FIRST BANK OF OAK PARK, successor to Oak Park National Bank and Citizens National Bank, not personally but solely as Trustee as aforesaid. All covenants and conditions to be performed hereunder by aforesaid Bank are undertaken by it solely as Trustee and not personally, and no personal liability should be asserted or enforceable against aforesaid Bank by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF KANE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Leslie J. Gomora, Sr. Vice President of The First National Bank of Chicago, who is personally known to me to be the same person whose name is subscribed to the foregoing instruments such Sr. Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act as the free and voluntary act of said Bank, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23<sup>rd</sup> day of September, 19 93.



Vicki L. Janusz  
Notary Public

My Commission Expires: 2/25/96

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Fredric W. Meek, Vice-President of First Bank of Oak Park, and Frederick D. Body, Assistant Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments such Vice-President and Assistant Secretary appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as the free and voluntary act of said Corporation, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of September, 19 93.

Judith Ellen Lewis  
Notary Public

My Commission Expires: 8/13/94



This document prepared by ✓  
and to be delivered to:

ATTN: Commercial Real Estate Department  
The First National Bank of Chicago  
5 N. Randall Rd.  
Batavia, IL 60510

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2025/08/08