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mail to

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THIS INSTRUMENT PREPARED BY AND
PLEASE RETURN TO:
KIMBERLY K. ENDERS, ESQ.
100 WEST MONROE STREET #1100
CHICAGO, ILLINOIS 60603

Commonly known as: 611-13 West Briar/3144 North Broadway, Chicago
P.I.N.: 14-28-104-076-0000

LOAN MODIFICATION AGREEMENT

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This instrument is a Loan Modification Agreement ("Modification") among The First National Bank of Chicago, a national banking association ("Lender"), Amalgamated Trust & Savings Bank, as Trustee under Trust Agreement dated February 15, 1979 and known as Trust No. 3810 ("Trustee"), Michael D. Aufrecht ("Beneficiary") and Michael D. Aufrecht and Philip Pappas (Collectively "Guarantors"). Trustee, Beneficiary and Guarantors are sometimes hereinafter collectively referred to as "Borrowers."

R E C I T A L S:

A. On July 10, 1992, Trustee executed and delivered to Lender a Promissory Note in the amount of \$570,000 ("Note"). The Note was executed to evidence a loan ("Loan") by Lender to Borrowers for the purpose of refinancing debt secured by the real estate legally described on Exhibit A attached hereto ("Real Estate").

B. To secure the Note, on July 10, 1992, the following documents were executed and delivered to Lender ("Security Documents"):

COOK COUNTY, ILLINOIS
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73-80-321-D3
L.D.

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(i) a Real Estate Mortgage and Assignment of Rents executed by Trustee and recorded with the Recorder of Deeds on July 24, 1992 as Document No. 92544855;

(ii) an Assignment of Rents and Lessor's Interest in Leases executed by Trustee and Beneficiary and recorded with the Recorder of Deeds on July 24, 1992 as Document No. 92544856;

(iii) an Environmental Indemnity Agreement executed by Guarantors;

(iv) a Guaranty of Note, Mortgage and Other Undertakings executed by Michael D. Aufrecht ("Aufrecht Guaranty");

(v) a Guaranty of Note, Mortgage and Other Undertakings executed by Philip Pappas ("Pappas Guaranty");

(vi) a Security Agreement executed by Trustee and Beneficiary;

(vii) UCC-1 and UCC-2 Financing Statements executed by Trustee and Beneficiary; and

(viii) a Collateral Assignment of Beneficial Interest in Land Trust executed by Beneficiary and accepted by Trustee.

C. Borrowers now have requested Lender to modify the interest rate and payments set forth in the Note and presently charged and paid on the Loan. Lender is agreeable to this request subject to the covenants, conditions and restrictions of record.

NOW, THEREFORE, in consideration of good and valuable consideration the receipt of which is hereby acknowledged the parties agree as follows:

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1. The Note is hereby modified and amended in its entirety by the Revised Promissory Note in the amount of \$563,084.79 ("Revised Note"), a copy of which is attached hereto as Exhibit B. The Security Documents are hereby modified and amended to secure the Revised Note and all references to the Note in the Security Documents are modified and amended to refer to the Revised Note in place of the Note.

2. This Modification shall be effective upon Lender's receipt of this Modification executed by the parties hereto and the following documents and items:

- (a) the Revised Note executed by Trustee;
- (b) a certified copy of the Letter of Direction to Trustee authorizing execution of this Modification;
- (c) a current certified copy of the Trust Agreement of Trustee; and
- (d) such other documents and items as Lender's counsel shall require.

3. Trustee and Beneficiary hereby affirm their obligations to pay Lender the outstanding indebtedness of the Loan evidenced by the Revised Note and to perform all covenants and conditions contained in the Security Documents and the other documents evidencing and securing the Loan. Trustee and Beneficiary agree to execute such documents as Lender deems necessary to secure Lender's lien on its collateral.

4. Guarantors hereby affirm their obligations under the Aufrecht Guaranty and Pappas Guaranty and agree that the Aufrecht

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Guaranty and Pappas Guaranty are amended and extended to cover and guaranty the Revised Note as modified by this Modification. All references in the Aufrecht Guaranty and Pappas Guaranty to the Note shall mean the Revised Note. Guarantors hereby expressly acknowledge and confirm that by executing this Modification, Lender has not waived, altered or modified Lender's rights under any of the Loan Documents to amend, extend, renew or modify or otherwise deal with the obligations of the parties hereto or any of the security given to Lender in connection therewith without the consent of Guarantors and without such action releasing, modifying, or affecting the obligations of Guarantors or affecting the security heretofore granted to Lender.

5. Lender shall record this Modification forthwith. As a condition precedent to this Modification, Borrowers shall provide Lender with an endorsement to its title insurance policy which extends the effective date of the policy to the date of recording of this Modification and reflects that Trustee is the fee simple owner of the Real Estate and the Real Estate is subject only to the Mortgage as modified by this Modification and other matters as set forth in Lender's title insurance policy insuring the Mortgage.

6. This Modification shall constitute an amendment of the Note and Security Documents, and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note or the Revised Note (collectively "Loan Documents") reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as

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hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Security Documents or the covenants, conditions and agreements therein contained or contained in the Loan Documents.

7. In the event of any conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall control.

8. Trustee, Beneficiary and Guarantors hereby renew, remake and affirm the representations and warranties contained in the Loan Documents as of the execution hereof.

9. Borrowers hereby agree to pay all of Lender's expenses arising out of and in connection with this Modification including, but not limited to, title insurance premiums, recording fees and attorneys' fees performed in the preparation of necessary documentation.

10. This instrument is executed by Amalgamated Trust & Savings Bank, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustee personally to pay any indebtedness arising or accruing under or pursuant to this instrument, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of Trustee, if any, being

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expressly waived by each and every person now or hereafter claiming any right under this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Modification on September 1, 1993.

LENDER:

The First National Bank of Chicago,
a national banking association

BY: [Signature]
ITS VICE PRESIDENT

ATTEST: [Signature]
ITS SECRETARY

BORROWERS:

Amalgamated Trust & Savings Bank,
as Trustee under Trust Agreement
dated February 15, 1979 and known as
Trust No. 3810

BY: See attached Rider for
ITS [Signature]

ATTEST The terms and conditions contained in this instrument to the
ITTS extent of the attached Rider attached
hereto and made a part hereof.

GUARANTORS:

[Signature]
Michael D. Aufrecht

[Signature]
Philip Pappas

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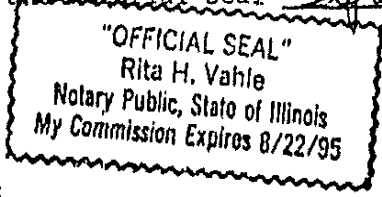
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STATE OF ILLINOIS)
DU PAGE) 99
COUNTY OF COOK)

I, RITA H. VAHLE, a Notary Public in and for the State and County aforesaid, do hereby certify that THOMAS E. STAIR and KATHLEEN P. JAKUBIK, VICE President and V.P. VICE PRESIDENT Secretary, respectively, of The First National Bank of Chicago, a national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal September 27, 1993.



Rita H. Vahle
Notary Public

STATE OF ILLINOIS)
SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that _____ and _____ President and _____ Secretary, respectively, of Amalgamated Trust & Savings Bank, as Trustee as aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 1993.

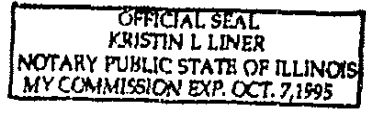
Notary Public

STATE OF ILLINOIS)
SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Michael D. Aufrecht and Philip Pappas, respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 for the uses and purposes therein set forth.

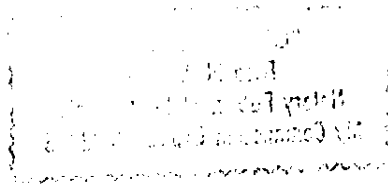
GIVEN under my hand and Notarial Seal September 11, 1993.

Kristin L. Liner
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION:

LOT 47 IN HITCHCOCK AND WILSON'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 1 IN BICKERDIKE AND STEELE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-28-104-076-0000

COMMONLY KNOWN AS: 611-13 West Briar/3144 North Broadway, Chicago

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EXHIBIT B
PROMISSORY NOTE
("Revised Note")

\$563,084.79

September 1, 1993

FOR VALUE RECEIVED the undersigned, Amalgamated Trust & Savings Bank, as Trustee under Trust Agreement dated February 15, 1979 and known as its Trust No. 3810 ("Borrower") promises to pay to the order of The First National Bank of Chicago, a national banking association (said Bank and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of Five Hundred Sixty-Three Thousand Eighty-Four and 79/100ths (\$563,084.79) Dollars, or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid, in the amounts, at the rates and on the dates hereafter set forth.

(a) On October 1, 1993, and on the first day of each month thereafter to and including September 1, 2000, there shall be paid the amount of \$4,345.94, which shall be applied first to interest at the rate of 8.0% per annum and the balance to principal.

(b) On September 1, 2000 ("Maturity Date"), the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

Interest shall be computed on the basis of a 360-day year and shall be paid on the basis of a year having 360 days.

The balance due on account of this Note may be prepaid, without premium or penalty, in whole or in part and all accrued interest hereon shall be payable and shall be paid on the date of prepayment.

Payment upon this Note shall be made in lawful money of the United States at such place as the Holder of this Note may from time to time in writing appoint and in the absence of such appointment, shall be made at the offices of The First National Bank of Chicago, 1048 Lake Street, Oak Park, Illinois 60301.

Without limiting the provisions of the succeeding paragraphs, in the event any payment or interest is not paid within ten (10) days after the date the same is due, the undersigned promises to pay a "Late Charge" of five (5%) percent of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

This Note is executed pursuant to a Loan Modification Agreement and modifies and amends in its entirety that certain

EXHIBIT B

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Promissory Note dated July 10, 1992 in the principal amount of \$570,000.00. This Note is secured by an instrument entitled "Real Estate Mortgage and Assignment of Rents" ("Mortgage"), among other documents, executed and delivered July 10, 1992 and modified by the Loan Modification Agreement.

At the election of the Holder hereof, without notice, the principal sum remaining unpaid hereon, together with accrued interest, shall be and become at once due and payable in the case of default for fifteen (15) days in the payment of principal or interest when due in accordance with the terms hereof or upon the occurrence of any "Event of Default" under the Mortgage.

Under the provisions of the Mortgage the unpaid balance hereunder may, at the option of the Holder, be accelerated and become due and payable forthwith upon the happening of certain events as set forth therein. The Mortgage is, by this reference, incorporated herein in its entirety and notice is given of such possibility of acceleration.

The principal hereof, including each installment of principal, shall bear interest after the occurrence of an event of default, not cured within the applicable cure period, at the annual rate (herein called the "Default Rate") determined by adding three (3%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

Borrower waives notice of default, presentment, notice of dishonor, protest and notice of protest.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceeding, the undersigned promise to pay all costs incurred by Bank in connection therewith including, but not limited to, court costs, litigation expense and reasonable attorneys' fees.

Payments received on account of this Note shall be applied first to the payment of any amounts due pursuant to the next preceding paragraph, secondly to interest and Late Charges and the balance to principal.

Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by mail, wire transfer or other delivery to Borrower, Escrowees or otherwise for the benefit of Borrower shall, for all purposes, be deemed outstanding hereunder and received by Borrower as of the date of such mailing, wire transfer or other delivery, and interest shall accrue and be payable upon such funds from and after the date of such mailing, wire transfer or other delivery until repaid to Holder, notwithstanding the fact that such funds may not at any time have been remitted by such Escrowees to the Borrower.

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Time is of the essence of this Note and each provision hereof.

This Note is executed by Amalgamated Trust & Savings Bank, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Amalgamated Trust & Savings Bank personally to pay any indebtedness arising or accruing under or pursuant to this Note, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of Amalgamated Trust & Savings Bank, if any, being expressly waived by each and every person now or hereafter claiming any right under this Note.

Amalgamated Trust & Savings
Bank, as Trustee under Trust
Agreement No. 3810 dated
February 15, 1979

By: See attached Rider #11
Signature of Trustee
Its The terms and conditions

Attest: Provisions of the Trustee's Exemptory Rider attached
Its herein and made a part hereof.

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01/21/2019 10:00:00 AM

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RIDER ATTACHED TO: LOAN MODIFICATION AGREEMENT

DATED: October 1, 1993

This instrument is executed by **AMALGAMATED TRUST & SAVINGS BANK**, not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said **AMALGAMATED TRUST & SAVINGS BANK** in its individual corporate capacity to pay any indebtedness accruing thereunder, or with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, including but not limited to warranties, indemnifications, and hold harmless representations in said document all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and as so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described herein for the payment or enforcement thereof, it being understood that said, **AMALGAMATED TRUST & SAVINGS BANK** as Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

AMALGAMATED TRUST & SAVINGS, NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER TRUST NO. 3810

BY: Michele Hofstra
Asst. VICE PRESIDENT

ATTEST: Ed Sweigard
ASSISTANT SECRETARY

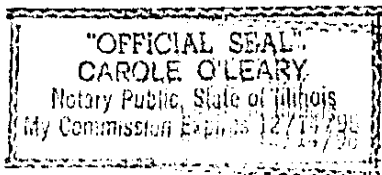
STATE OF ILLINOIS) SS
COUNTY OF COOK)
McHenry

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Michele Hofstra Asst. VICE PRESIDENT, of AMALGAMATED TRUST & SAVINGS BANK, and Ed Sweigard V.P., ASSISTANT SECRETARY, of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said banking corporation, did affix the said corporate seal of said banking corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation as Trustee for the uses and purposes herein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS 1st DAY OF October, 1993

BY: Carol O'Leary
NOTARY PUBLIC



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