

SECOND MODIFICATION AGREEMENT

DEPT-01 RECORDINGS \$29.50
T#9999 TRAN 1585 11/04/93 14:48:00
#0051 # * - 93 - 895749
COOK COUNTY RECORDER

Loan # 85020-9

WHEREAS, THE FIRST COMMERCIAL BANK (the "Bank") loaned LASALLE NATIONAL BANK, a national banking association, not personally but as trustee under the provisions of a Trust Agreement dated November 25, 1985 and known as Trust No. 110604 (the "Debtor") the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100THS (\$250,000.00) DOLLARS (the "indebtedness"), as evidenced by a Note ("Note"), Trust Deed ("Trust Deed") and Assignment of Rents ("Assignment of Rents") executed and delivered on June 16, 1989, which Trust Deed and Assignment of Rents were duly recorded in the public records of Cook County as document numbers 89297144 and 89297145, respectively, on June 29, 1989; and

WHEREAS, the indebtedness was modified per Modification Agreement dated October 22, 1992 and recorded in the public records of Cook County as document number 9284528 ("First Modification"); and

WHEREAS, the collateral for the indebtedness includes the following described real estate owned by the Debtor (the "mortgaged premises"):

LOTS 25, 26 AND 27 IN BLOCK 4 IN S.E. GROSS SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID LOTS 25, 26 AND 27 LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 5, CONVEYED TO THE CITY OF CHICAGO BY QUIT-CLAIM DEED DATED DECEMBER 1, 1930, AND RECORDED DECEMBER 16, 1930, IN BOOK 28959, PAGE 618, DEAS-01 RECORDS NO. 10810174) IN COOK COUNTY, ILLINOIS.

DEAS-01 RECORDS \$29.50
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COOK COUNTY RECORDER

P.A.: 4555 S. ASHLAND AVENUE, CHICAGO, ILLINOIS

P.I.N.: 20-05-303-018-0000 AND 20-05-303-019-0000; and

WHEREAS, the LaSalle National Trust, N.A., a national banking association, is the successor trustee to the LaSalle National Bank under the Trust Agreement dated November 25, 1985; and

WHEREAS, the Debtor and the undersigned guarantors (and beneficial owners of the mortgaged premises) of the indebtedness desire to further modify the payment terms of the Note and Trust Deed, as modified by the First Modification, and the Bank is willing to make certain modifications thereof in the manner and according to the terms herein set forth

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree that the terms of the Note and Trust Deed as modified by the First Modification are further modified as follows:

1. The foregoing recitations are a part of this Second Modification Agreement and are incorporated herein by this reference.
2. The Note, Trust Deed, Assignment of Rents and First Modification are incorporated herein by this reference.
3. The October, 1993 payment due under the indebtedness has been received by the Bank and applied to the indebtedness and upon the timely receipt by the Bank of the payment due under the indebtedness on November 1, 1993, the unpaid principal balance of the indebtedness will be Two Hundred Fifteen Thousand Two Hundred Eleven and 36/100 Dollars (\$215,211.36), which principal sum, together with interest on the balance of principal remaining from time to time unpaid, shall be paid by the Debtor to the order of the Bank as follows:
 - a. Interest shall accrue and be paid at an annual rate determined as follows:

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Cook County

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(1) from November 1, 1993 to July 1, 1999, at the rate of eight and one quarter per cent (8.25%) per annum, and

(2) from July 1, 1999, to July 1, 2004, at the "Prime Rate" (as hereinafter defined) in effect on July 1, 1999 plus one and one half percent (1.5%) per annum, and

(3) from July 1, 2004 to July 1, 2009 at the "Prime Rate" (as hereinafter defined) in effect on July 1, 2004 plus one and one half per cent (1.5%) per annum, and

(4) for purposes hereof, the term "Prime Rate" shall mean the rate designated from time to time in the Wall Street Journal (Midwest Edition) as the prime rate in its publication of various money rates; if, at any time during the term of the Note, the Wall Street Journal (Midwest Edition) is no longer available or is otherwise unpublished, the Bank may, from time to time, select an alternative publication, over which the Bank has no control, which publishes money rates, and the rate set forth in the alternative publication as the prime rate (or, if not so designated, the base rate on corporate loans), shall be the "Prime Rate", and

b. The indebtedness shall be paid in the following monthly installments:

(1) from November 1, 1993 to July 1, 1999, the unpaid principal balance as of November 1, 1993, together with interest on the balance of principal remaining from time to time unpaid at the rate of interest provided in paragraph 3(a)(1) above shall be paid in consecutive monthly installments of Two Thousand Forty Three and 04/100 (\$2,043.05) Dollars each, beginning on December 1, 1993, and continuing on the first day of each month thereafter up to and including July 1, 1999; and

(2) for the period from July 1, 1999, to July 1, 2004, the unpaid principal balance as of July 1, 1999, together with interest on the balance of principal remaining from time to time unpaid at the rate of interest provided in paragraph 3(a)(2) above, shall be amortized over a period of ten (10) years and shall be paid in sixty (60) equal consecutive monthly installments beginning on August 1, 1999, and continuing on the first day of each month thereafter up to and including July 1, 2004; and

(3) for the period from July 1, 2004, to July 1, 2009, the unpaid principal balance as of July 1, 2004, together with interest on the balance of principal remaining from time to time unpaid at the rate of interest provided in paragraph 3(a)(3) above, shall be amortized over a period of five (5) years and shall be paid in sixty (60) equal consecutive monthly installments beginning with August 1, 2004, and continuing on first day of each month thereafter, except that the final payment of principal and interest due on the indebtedness shall, if not sooner due or paid, shall be due and payable on July 1, 2009.

4. In all other respects, the Note and Trust Deed, and all other documents securing and guaranteeing payment of the Note, shall remain unchanged and in full force and effect.

5. This Agreement shall not become operative and shall be null and void if its execution and/or recording would result in the loss to the Bank of the present priority position of the Trust Deed, Assignment of Rents and First Modification securing the Note, or shall adversely affect in any way the Bank's rights against the undersigned guarantors. Any written declaration executed by the Bank and recorded to the effect that this Second Modification Agreement threatens the priority position of the Trust Deed, Assignment of Rents and First Modification Agreement or adversely affects the rights of the Bank against the undersigned

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guarantors shall be sufficient to rescind and void this Second Modification Agreement from the date of its execution and expunge the effect of its recording.

6. Regardless of their form, all words shall be deemed singular or plural and shall have the gender as required by the text. Whenever applicable, the term "Trust Deed" shall also mean "Mortgage". The term "Bank" as defined above, shall include the successors and assigns of the Bank, and the holders, from time to time, of the Note. The term "Debtor" as defined above, shall include the successors and assigns of the Debtor.

Signed, sealed and delivered this 1st day of November, 1993.

See Attached Rider for Trustee's Exoneration Clause

RIDER ATTACHED TO AND MADE A PART OF
(TRANSFER AGREEMENT
MORTGAGE (EXTENSION AGREEMENT
(ADDITIONAL ADVANCE AGREEMENT
(SECOND MODIFICATION AGREEMENT

Dated November 1st 1993

Under Trust No. 110604

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 sequester 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.

appeared before me this day in person and acknowledged _____
instrument as their own free and voluntary act and as the free and voluntary act of said institution, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said institution, did affix the corporate seal of said institution to said instrument as his own free and voluntary act and as the free and voluntary act of said institution as aforesaid, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial seal this 2nd day of November, 1993.



Evelyn F. Moore
Notary Public

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

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6. Regardless of their form, all words shall be deemed singular or plural and shall have the gender as required by the text. Whenever applicable, the term "Trust Deed" shall also mean "Mortgage". The term "Bank" as defined above, shall include the successors and assigns of the Bank, and the holders, from time to time, of the Note. The term "Debtor" as defined above, shall include the successors and assigns of the Debtor.

Signed, sealed and delivered this 1st day of November, 1993.

See Attached Rider for Trustee's Exoneration Clause

LASALLE NATIONAL TRUST,
N.A. Successor Trustee to
LASALLE NATIONAL BANK,
as Trustee as aforesaid
and not personally

THE FIRST COMMERCIAL BANK

BY: Alan M. Shore
Alan M. Shore,
First Vice President

BY: Rosemary Collins
Asst. Vice President

ATTEST: Nancy A. Stack
Assistant Secretary

ATTEST: Gregory D. Salm
First Vice President and Cashier

The undersigned guarantors hereby consent to the foregoing Second Modification Agreement as of this 1st day of November, 1993.

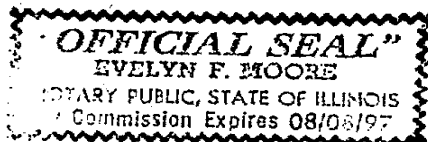
Melvin Chavin
Melvin Chavin

Debra Rae Wolinsky
Debra Rae Wolinsky

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 Rosemary Collins ^{Assistant} as Vice President of LASALLE NATIONAL TRUST, N.A., a national banking association, Successor Trustee to LASALLE NATIONAL BANK, and Nancy A. Stack ^{Asst} Secretary of said institution, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as ^{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 institution, for the uses and purposes therein set forth; and the said ^{Assistant} Secretary then and there acknowledged that he, as custodian of the corporate seal of said institution, did affix the corporate seal of said institution to said instrument as his own free and voluntary act and as the free and voluntary act of said institution as aforesaid, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial seal this 2nd day of November, 1993.



Evelyn F. Moore
Notary Public

SEE RIDER ATTACHED HERE

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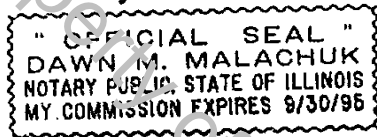
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ALAN M. SHARE, First Vice President of THE FIRST COMMERCIAL BANK, and GREGORY D. SALM, First Vice President and Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such First Vice President and First Vice President and Cashier, 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 Bank, for the uses and purposes therein set forth; and the said First Vice President and Cashier then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and 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 2nd day of November, 1993.



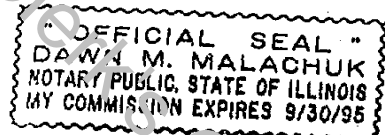
Dawn M. Malachuk
Notary Public

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 MELVIN CHAVIN, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

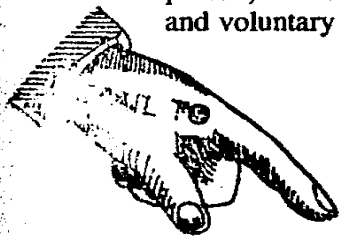
Dawn M. Malachuk
Notary Public

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 DEBRA RAE WOLINSKY, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

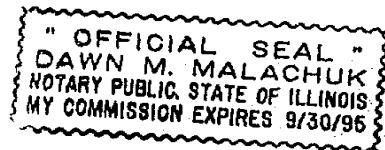
Dawn M. Malachuk
Notary Public



Prepared by: Dawn M. Malachuk, 6945 N. Clark St., Chicago, IL 60626

MAIL TO:

THE FIRST COMMERCIAL BANK
Dawn M. Malachuk
6945 N. Clark Street
Chicago, IL 60626



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