

# UNOFFICIAL COPY

93958990

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

THIS SPACE FOR RECORDER

93958990

DEPT-01 RECORDING \$47.50  
T#3333 TRAN 7265 11/23/93 13:09:00  
#2993 # -93-958990  
COOK COUNTY RECORDER

PARCEL NO. 1:  
COMMONLY KNOWN AS: 733 North Kenilworth, Oak Park, Illinois  
P.I.N.: 15-06-311-018

PARCEL NO. 2:  
COMMONLY KNOWN AS: 835 Beloit, Forest Park, Illinois  
P.I.N.: 15-13-401-026

PARCEL NO. 3:  
COMMONLY KNOWN AS: 407-09 North Maple, Oak Park, Illinois  
P.I.N.: 16-07-100-013

## MODIFICATION OF MORTGAGE

This instrument is a Modification of Mortgage ("Modification") among The PrivateBank and Trust Company, an Illinois banking corporation ("Lender"); First Chicago Trust Company of Illinois, as successor to Oak Park Trust and Savings Bank, as Trustee under Trust Agreement dated July 1, 1978 and known as its Trust No. 8068 ("Trustee No. 1") as to Parcel No. 1; First Colonial Trust Company, as successor to Avenue Bank and Trust Company of Oak Park, as Trustee under Trust Agreement dated December, 1975 and known as its Trust No. 1378 ("Trustee No. 2") as to Parcel No. 2; and Evelyn Allen and Robert S. Allen, as to Parcel No. 3 (collectively "Mortgagor") and Evelyn Allen and Robert P. Allen (collectively "Borrowers").

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## RECITALS

A. Mortgagor holds fee simple title to the real estate ("Real Estate") legally described on Exhibit A hereto. Borrowers are affiliated with Mortgagor.

B. On August 19, 1992, Borrowers and Lender executed a Loan Agreement ("Loan Agreement") pursuant to which Borrowers executed and delivered to Lender a Promissory Note Evidencing a Revolving Line of Credit in the amount of \$350,000 ("Note"). To secure the Note, Mortgagor executed and delivered to Lender a Real Estate Mortgage and Assignment of Leases and Rents ("Mortgage") which covers the Real Estate, which Mortgage is dated August 19, 1992 and was recorded 12/10, 1992 as Document No 92-933663. A copy of the Note is attached as Exhibit A to the Mortgage.

C. Borrowers are in the process of fulfilling certain conditions precedent required by the Loan Agreement and Lender has not yet extended the financial accommodation set forth in the Loan Agreement to Borrowers.

D. It has been determined that the Note contains certain errors. Borrowers have agreed to execute a revised Promissory Note and Lender has agreed to return the original Note to Borrowers.

NOW, THEREFORE, in consideration of the Recitals and other good and valuable consideration, the parties agree as follows:

1. Borrowers shall execute and deliver a Revised Promissory Note Evidencing a Revolving Line of Credit ("Revised Note"), a copy of which is attached hereto as Exhibit B. Lender shall return the original Note to Borrowers.

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2. Exhibit A attached to the Mortgage is hereby replaced in its entirety by the Exhibit B attached to this Modification.

3. The Loan Agreement and all documents executed pursuant thereto are hereby modified and amended to secure the Revised Note.

4. This Modification shall constitute an amendment of the Note, Mortgage, Loan Agreement and all other documents evidencing or securing the indebtedness evidenced by the Note ("Loan Documents") and wherever in said Loan Documents reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as 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 Mortgage or the covenants, conditions and agreements contained therein or in the Note.

5. In the event of a conflict between the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.

6. This instrument is executed by First Chicago Trust Company of Illinois and First Colonial Trust Company, not individually or personally, but solely as Trustees as aforesaid, in the exercise of the power and authority conferred upon and vested in them as such Trustees, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustees 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

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or implied, contained in this instrument, all such personal liability of Trustees, if any, being 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 this 9th day of November, 1993, 1992.

**MORTGAGORS:**

Evelyn Allen  
Evelyn Allen  
Robert S. Allen  
Robert S. Allen

**BORROWERS:**

Evelyn Allen  
Evelyn Allen  
Robert P. Allen  
Robert P. Allen

First Chicago Trust Company of Illinois, as successor to Oak Park Trust and Savings Bank, as Trustee under Trust Agreement dated July 1, 1978 and known as its Trust No. 8068

By: [Signature]  
Its: James A. Kiel, Vice President

Attest: [Signature]  
Its: Roberta R. Conroy, Trust Officer

**LENDER:**

The Private Bank and Trust Company, an Illinois banking corporation

By: [Signature]  
Its: [Signature]

Attest: [Signature]  
Its: [Signature]

First Colonial Trust Company, as successor to Avenue Bank and Trust Company of Oak Park, as Trustee under Trust Agreement dated December, 1975 and known as its Trust No. 1378

By: [Signature]  
Its: Marie A. Fotino, Vice President

Attest: [Signature]  
Its: Norma J. Haworth, Land Trust Officer

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Robert P. Allen's Office



SEE FRONT  
THE PRIVATE BANK & TRUST  
10 N. DEARBORN  
CHGO, IL. 60602

06690666

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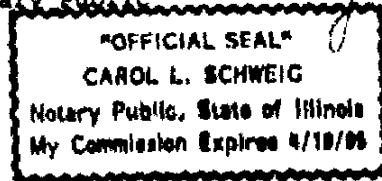
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Evelyn Allen, 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 and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Nov 9, 1993.

Carol L. Schweig  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

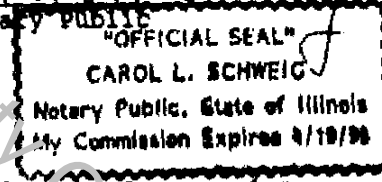


The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Robert S. Allen, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Nov 9, 1993.

Carol L. Schweig  
Notary Public

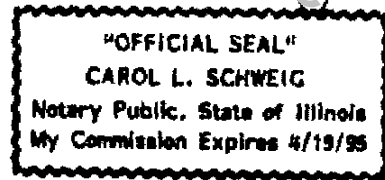
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )



The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Robert P. Allen, 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 and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Nov 9, 1993.

Carol L. Schweig  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION:

PARCEL 1: LOTS 7 AND 8 IN BLOCK 6 IN WOODBINE'S ADDITION IN PART OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-06-311-018

COMMONLY KNOWN AS: 733 North Kenilworth  
Oak Park, Illinois

PARCEL 2: LOTS THIRTY-FOUR AND THIRTY-FIVE IN BLOCK THREE IN DUNLOP MAAS AND ANSTETT'S SUBDIVISION, BEING A SUBDIVISION OF BLOCKS THREE, NINE, FOURTEEN AND NINETEEN IN JOSEPH K. DUNLOP'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER AND THAT PART OF THE EAST ONE-THIRD OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER, LYING SOUTHEAST OF THE CENTER OF DESPLAINES AVENUE IN SECTION THIRTEEN, TOWNSHIP THIRTY-NINE NORTH; RANGE TWELVE, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 15-13-401-026-0000; 15-31-401-027-0000

COMMONLY KNOWN AS: 835 South Beloit  
Forest Park, Illinois

PARCEL 3: THE SOUTH HALF OF LOT EIGHT IN BLOCK FIVE IN TIMME'S SUBDIVISION OF BLOCKS THREE, FOUR AND FIVE AND PART OF BLOCK SIX IN KETTLESTRING'S ADDITION TO HARLEM IN THE NORTHWEST QUARTER OF SECTION SEVEN TOWNSHIP THIRTY-NINE NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-07-100-013-0000

COMMONLY KNOWN AS: 407-09 North Maple  
Oak Park, Illinois

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## REVISED PROMISSORY NOTE EVIDENCING A REVOLVING LINE OF CREDIT

\$350,000.00

\_\_\_\_\_, 1992

FOR VALUE RECEIVED the undersigned, Evelyn Allen and Robert P. Allen (collectively "Borrowers") jointly and severally promise to pay to the order of The PrivateBank and Trust Company, an Illinois corporation (said Bank and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of Three Hundred Fifty Thousand (\$350,000) 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 the first day of September, 1992 and the first day of each succeeding month thereafter until all amounts due hereunder are paid there shall be paid on account of this Note interest for the preceding month at a variable rate equal to the prime rate of interest announced and in effect from time to time at The PrivateBank and Trust Company plus one and one-half (1½) percent. The rate of interest shall change each time the prime rate is changed. Interest shall be calculated on the outstanding balance from time to time on the basis of a year having 360 days and shall be paid for the actual days outstanding.

(b) On August 1, 1993 the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

The prime rate of The PrivateBank and Trust Company is currently the highest prime rate of interest published in the Wall Street Journal. If this index is no longer available, the Bank will chose a new index in compliance with applicable law and will notify Borrowers of its choice. Borrowers acknowledge that they are advised that said rate is not Bank's lowest or most favorable lending rate.

This Note may be prepaid, in whole or in part, at any time without premium or penalty. All accrued interest thereon 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 PrivateBank and Trust Company, 10 North Dearborn Street, Chicago, Illinois 60602.

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Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest or principal is not paid within fifteen (15) 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 evidences a revolving line of credit loan. Borrowers may obtain funds by requesting loans ("Loans") in writing. Borrowers agree that the Bank will not be required to make Loans: (i) for less than \$500.00; (ii) which would cause the outstanding loan balance to exceed \$350,000; (iii) if Borrowers are in default under this Note or the Loan Agreement and Mortgage hereafter described; or (iv) at any time after July 31, 1993. The credit limit on the line is \$350,000, which Borrowers agree not to exceed. This is a revolving line of credit in that repayments of principal will reduce the outstanding balance of the Loans, and amounts up to \$350,000 will be available for Loan requests subject to the provisions of this Note, the Loan Agreement and the Mortgage.

This Note is secured by instruments entitled "Loan Agreement" ("Loan Agreement"), a Real Estate Mortgage and Assignment of Rents ("Mortgage") and other documents executed and delivered on \_\_\_\_\_, 1992.

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 Loan Agreement or Mortgage.

Under the provisions of the Loan Agreement and 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 Loan Agreement and Mortgage are, by this reference, incorporated herein in their entirety and notice is given of such possibility of acceleration.

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

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%)

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percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

Borrowers waive presentment, notice of dishonor, protest and notice of protest.

Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by mail, wire transfer or other delivery to Borrowers, Escrowees or otherwise for the benefit of Borrowers shall, for all purposes, be deemed outstanding hereunder and received by Borrowers 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 Borrowers.

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

  
\_\_\_\_\_  
Evelyn Allen

  
\_\_\_\_\_  
Robert P. Allen

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