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NOTE MODIFICATION AGREEMENT

This Note Modification Agreement made as of September 1, 1993, by and between American National Bank and Trust Company of Chicago, as Trustee under the Trust Number 106139-09 dated August 3, 1988 AND Victoriano E. Hernandez and Luis E. Hernandez and Joseph Ma (hereinafter collectively referred to as the "Maker") and Commercial National Bank of Chicago, a National Banking Association (hereinafter referred to as the "Lender").

DEPT-01 RECORDING \$28.00
T#3333 TRAN 8162 12/03/93 08:40:00
\$4670 # *-93-986529
COOK COUNTY RECORDER

WITNESSETH:

WHEREAS, the Lender is the owner and holder of a certain Mortgage Note (hereinafter referred to as the "Note") in the original principal amount of Two Hundred Eighty One Thousand Two Hundred Fifty and no/100--Dollars (\$281,250.00) from the Maker dated August 30, 1988, payable to the order of the Lender; and

WHEREAS, the Note is due and payable on September 1, 1993 (the "Maturity Date") and has a present outstanding principal balance of Two Hundred Seventy Seven Thousand Eight Hundred Fourty Four and 22/100--Dollars (\$277,844.22); and

WHEREAS, the Maker and the Lender have agreed to extend the Maturity Date, change the monthly payments of principal and interest, change the late charge, and add a Default Rate of interest;

NOW, THEREFORE, in consideration of Ten and no/100--Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the mutual promises contained herein, Maker and Lender agree as follows:

1. As of the date hereof, the Maturity Date of the Note is hereby extended to September 1, 1994.

2. As of the date hereof, the monthly principal and interest installments shall be changed to Four Thousand and no/100--Dollars (\$4,000.00) commencing on October 1, 1993 and continuing on the first day of each month to and including August 1, 1994 with a final payment of all unpaid late charges, costs (including legal fees), interest and principal due at the Maturity Date. A principal and interest installment in the amount of Two Thousand Eight Hundred Ninety Four and no/100--Dollars (\$2,894.00) shall be paid by the Maker for the September 1, 1993 principal and interest installment.

3. All payments on account of indebtedness evidenced by the Note, as modified hereby, shall be first applied to any unpaid late charges or costs (including legal fees) due hereunder, then to any unpaid escrow charges, then to interest on the unpaid balance and the remainder to principal. There shall be a late charge payable for any payment (principal and/or interest) not received by the Bank by the fifteenth (15th) day of the month. The late charge shall be equal to twenty percent (20%) of the amount of the late payment.

4. From and after the occurrence of any failure by Maker to pay principal and interest when due under the Note, as modified hereby, or under the Mortgage, Assignment of Rents and Security Agreement securing payment of the Note, or upon failure of the Maker to pay any principal and interest as of the Maturity Date whether by acceleration or otherwise, interest shall accrue on the amount due and outstanding under the Note, as modified, at the rate of twenty percent (20.00%) per annum (the "Default Rate").

5. As a material inducement for the Lender to enter into this Note Modification Agreement, the undersigned (and each one of them) waive every defense, cause of action, counterclaim or setoff which the undersigned or any one of them may now have or hereafter may have to any action by the Lender in enforcing the Note, as modified, and/or any of the other obligations of the Maker as evidenced by any document securing payment hereof including that certain Mortgage, Assignment of Rents and Security Agreement dated as of August 30,

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1988 and the undersigned agree that the Lender shall not be liable for any error or judgement, mistake of fact or law. The Lender and the undersigned and each one of them knowingly, voluntarily and intentionally waive irrevocably the right either or any may have to trial by jury with respect to any legal proceedings based hereon or arising out of, under or in connection with the Note or this Note Modification Agreement or any of the other obligations or documents securing repayment of the Note, as modified hereby, or any course or conduct or course of dealing in which the Lender and the undersigned or any one of them are adverse parties.

6. The Maker acknowledges that the Note, as modified hereby, is secured by a Mortgage, Assignment of Rents and Security Agreement dated August 30, 1988, from the Maker, as Mortgagor, to Commercial National Bank of Chicago, a National Banking Association, as Mortgagee, on real estate in the County of Cook, State of Illinois. All of the agreements, conditions, covenants, provisions and stipulations contained in said Mortgage, Assignment of Rents and Security Agreement which are to be kept and performed by Maker are hereby made a part of the Note, as modified hereby, to the same extent and with the same force and effect as if they were fully set forth herein, and Maker covenants and agrees to keep and perform them or cause them to be kept and performed strictly in accordance with their terms.

7. All other terms, provisions and conditions of the Note, modified hereby, remain unchanged and are hereby confirmed, and it is agreed that the principal balance due as of the date hereof is Two Hundred Seventy Seven Thousand Eight Hundred Forty Four and 22/100-- Dollars (\$277,844.22).

8. This Agreement shall be attached to and made part of the Note, and Maker warrants that the Note, as modified hereby, is valid, binding, and enforceable according to its terms.

9. This Note Modification Agreement shall also be deemed to modify that certain Mortgage, Assignment of Rents and Security Agreement dated August 30, 1988, and recorded on September 2, 1988 with the Recorder of Deeds of Cook County, Illinois as document number 88403317 with respect to the real estate legally described on Exhibit A attached hereto and may be recorded with the Recorder of Deeds of Cook County, Illinois.

THIS INSTRUMENT is executed by the undersigned, not personally, but solely as Trustee under the terms of that certain agreement dated the 3rd day of August, A.D. 1988, creating Trust Number 106139-09 and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by American National Bank and Trust Company of Chicago, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against American National Bank and Trust Company of Chicago, on account hereof, or an account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all personal claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, said American National Bank and Trust Company of Chicago has caused its name to be signed to these presents by its Trust Officer and its corporate seal to be hereunto affixed by its Trust Officer, the day and year first above written.

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ACCEPTED:

American National Bank and Trust Company of Chicago, as Trustee as aforesaid and not personally.

BY: _____
ITS: _____

ATTEST: _____
ITS: Anita M. Lutkwa
ASSISTANT SECRETARY

X Victoriano E. Hernandez
Victoriano E. Hernandez

X Luis E. Hernandez
Luis E. Hernandez

X Joseph Ma
Joseph Ma

AGREED TO AND ACCEPTED BY:

COMMERCIAL NATIONAL BANK OF CHICAGO

BY: Michael G. Stein
Michael G. Stein, Vice President

ATTEST: John P. Ascher
John P. Ascher, Commercial Loan Officer

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Victorino E. Hernandez, Luis E. Hernandez and Joseph Ma 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, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 1993.

Notary Public

STATE OF Illinois
COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Gregory S. Kasprzyk and Anita M. Lutkwa are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second 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 free and voluntary acts, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 1993.

Laura Kumingo
Notary Public



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EXHIBIT "A"

The West 2 Feet of Lot 11 and all of Lot 12 in Rosenberg's Resubdivision of Lots 14-45, inclusive and Lot 46 (Except the East 30 feet thereof) in Block 1 in Edward's Subdivision of the North East 1/4 of the South East 1/4 of the South East 1/4 of Section 21, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-21-011-011-0000

Address: 4854 West Henderson
Chicago, Illinois 60641

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Commercial National Bank
4800 N. Western Ave
Chgo 60625
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