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Prepared by *Smith*
R. Heinrich

Comerica Bank

8700 N. Waukegan Rd.

Morton Grove, Illinois

60053

Prepared by and return to:

Rob B. Heinrich, Esquire
Heinrich & Kramer, P.C.
205 West Randolph Street, Suite 1750
Chicago, Illinois 60606

93015222

MAIL TO

FIRST LOAN MODIFICATION AGREEMENT

THIS AGREEMENT entered into as of this 1st day of October, 1992, by and between SUE DODGE, a married person residing at 2734 North Mildred, Chicago, Illinois 60614, and AFFILIATED BANK, an Illinois banking corporation, successor by merger to Affiliated Bank/North Shore National (together with its successors and assigns are referred to herein as the "BANK");

DEPT-01 RECORDING \$35.50

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W I T N E S S E I H :

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COOK COUNTY RECORDER

WHEREAS, to evidence a \$560,000.00 loan from BANK to BORROWER (the "Loan"), BORROWER has executed and delivered to BANK a certain Mortgage Note (the "Note") dated August 26, 1988, as Maker, payable to the order of BANK in the stated principal sum of Five Hundred Sixty Thousand and No/100ths Dollars (\$560,000.00), which Note is secured by that certain Mortgage, Assignment of Leases & Security Agreement of even date with the Note executed by BORROWER to BANK as holder of the Note, encumbering the real estate legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate"), which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on August 31, 1988 as Document No. 88-398157 (the "Mortgage"); and

WHEREAS, as further security for the Loan, BORROWER has executed and delivered to BANK certain other documents evidencing or securing the Note (collectively referred to as the "Other Loan Documents"), including that certain Assignment of Rents and Leases of even date with the Mortgage and recorded in the Recorder's Office on August 31, 1988 as Document No. 88-398158, and other documents; and

WHEREAS, the unpaid principal balance of the Loan as of October 1, 1992 (the "Current Balance"), is Five Hundred Fifty Thousand One Hundred Twenty Three and 02/100ths Dollars (\$550,123.02), and the current maturity date of the Loan is September 1, 2013 (the "Current Maturity Date"); and

WHEREAS, BORROWER has requested that: (a) the interest rate under the Loan be changed to the 9.0% per annum; and (b) monthly payments of principal and interest be amortized over two hundred fifty (250) months, resulting in equal monthly payments of Four Thousand Eight Hundred Seventy Nine and 47/100ths Dollars (\$4,879.47); and

WHEREAS, BANK is agreeable to said modifications upon the terms and conditions hereinafter set forth; and

WHEREAS, to evidence the "New Maturity Date" of October 31, 1997 and the changed interest rate and different monthly payments under the Loan, SUE DODGE shall, at the time of execution and delivery of this Agreement, deliver to BANK an Amended and Restated Promissory Note dated as of the date hereof (the "Restated Note"), payable to the order of BANK in the stated principal amount of the Current Balance, with interest, payments, late charges, prepayment penalties and the New Maturity Date as set forth therein;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, it is hereby agreed as follows:

1. The preamble hereof is incorporated by this reference into the main body of this Agreement.
2. The Current Balance of the Loan includes a one point fee to BANK in consideration of this modification. Such fee is in the amount of \$5,446.71.

RE TITLE SERVICES # R1-2600

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3. The Current Maturity Date of the Loan is hereby changed to the New Maturity Date of October 31, 1997. The Restated Note, in the amount of the Current Balance, and with the New Maturity Date, shall replace and supersede the Note. The indebtedness formerly evidenced by the Note is now evidenced by the Restated Note. All references to the Note or the final payment date which are contained in the Mortgage or any of the Other Loan Documents shall hereafter be construed to be references to the Restated Note or the New Maturity Date, respectively. All references to the Mortgage contained in the Note, the Mortgage, or any of the Other Loan Documents shall be construed to be references to the Mortgage as modified herein and hereby.

4. Any default under the junior mortgage loan secured by the Junior Mortgage, Assignment of Leases & Security Agreement dated August 9, 1989 and recorded in the Office of the Recorder of Deeds on August 21, 1989 as Document No. 89-388696, as amended, shall be a default under the Note and the Mortgage, as amended hereby.

5. This Agreement shall be of no force and effect unless and until:

(a) SUE DODGE shall have executed and delivered to BANK the Restated Note; and

(b) This Agreement shall have been filed for record in the Office of the Recorder of Deeds of Cook County; and

(c) Chicago Title Insurance Company shall have issued an endorsement to its ALTA Loan Policy originally dated August 31, 1988 bearing Policy Number 71-76-784, under which it shall insure BANK that the Mortgage, as amended hereby, constitutes a valid lien on the Real Estate, subject only to those exceptions shown in Schedule B in said Policy and current real estate taxes.

6. BORROWER agrees to pay the costs of recording and title in connection with this Agreement.

7. Except as modified herein, nothing herein contained shall alter, waive, annul, vary or affect the Mortgage or any of the Other Loan Documents, it being the intent of the parties hereto that the provisions, conditions and covenants of the documents evidencing and securing the Restated Note shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BORROWER:


SUE DODGE

BANK:

AFFILIATED BANK

By: 
Its: 

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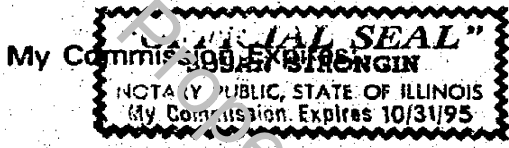
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STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that SUE DODGE, who 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.

GIVEN under my hand and Notarial Seal this 1st day of October A.D. 1992.

Laura Strongin
Notary Public



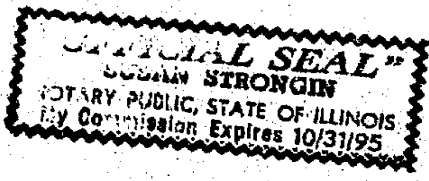
STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Calvin A. Sena, personally known to me to be the Real Estate Officer Vice President of AFFILIATED BANK, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that signed and delivered the said Instrument of writing as such officer of said corporation as free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of October A.D. 1992.

Laura Strongin
Notary Public

My Commission Expires:



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11/11/2011

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 5 IN BLOCK 42 J.A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO, IN COOK COUNTY, ILLINOIS IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. Number 17-05-211-003

Property Address: 1586 North Clybourn
Chicago, Illinois 60626

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