

# UNOFFICIAL COPY

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## NOTE OF MORTGAGE MODIFICATION AGREEMENT

This NOTE AND MORTGAGE MODIFICATION AGREEMENT (the "Agreement") is made as of this 1st day of March 1994, ("Effective Date") by and between

### THE PRIVATEBANK AND TRUST COMPANY

an Illinois banking corporation and the owner of the mortgage or trust deed hereinafter described ("The PrivateBank and Trust Company") and First Colonial Trust Company as Successor Trustee to Avenue Bank of Oak Park w/t/s dated July 5, 1985 a/k/a Trust No. 4214 representing him/her/itself or selves to be the owner or owners of the real estate hereinafter described ("OWNER").

WHEREAS, on September 1, 1992, for full value received, Owner executed and delivered to The PrivateBank and Trust Company, a certain Promissory Note in the principal amount of (\$ 300,000.00) (the "Note"), made payable to The PrivateBank and Trust Company. Owner secured the payment of said Note by granting to The PrivateBank and Trust Company a certain Mortgage or Trust Deed in nature of a Mortgage ("Mortgage"), which was recorded in the office of the Recorder of Deeds Cook County, Illinois, as Document No. 92932611 encumbering certain real estate described as follows:

LOTS 1, 2, 3, 4, 5 AND 6 AND THE NORTH 2 FEET OF LOT 7 IN BLOCK 7, IN THE SUBDIVISION OF BLOCKS 2, 3, 6 AND 7 IN HUTCHINSON AND ROTHERMEL'S SUBDIVISION OF THE WEST 1/2 OF LOT 3 IN THE SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4 THEREOF) ALSO OF BLOCKS 1, 6, 7, 12 AND 13 IN THE SUBDIVISION OF LOTS 1, 2 AND 3 IN THE PARTITION OF THE EAST 1/2 OF LOTS 2 IN SAID SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Permanent Index No. 16-18-224-009  
Commonly known as: 801-11 South Euclid Avenue, Oak Park, IL 60302

WHEREAS, Owner also executed the following documents in conjunction with the Mortgage referenced above, and recorded as indicated below (if none, so state):

Modification Agreement, recorded as document no. 93352019

WHEREAS, The PrivateBank and Trust Company and Owner wish to modify the Note and Mortgage based on the terms and conditions which follow:

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The PrivateBank and Trust Company and Owner hereby agree that the Note and Mortgage are hereby modified as follows (strike out all paragraphs which are inapplicable):

1. Outstanding Indebtedness. As of the Effective Date, the Outstanding indebtedness on the Note is \$ 300,000.00, (the "Indebtedness").
2. Extension of Time for Payment. The parties hereby agree to extend the time for payment of the Indebtedness to and including March 1, 1995, with payments as follows in paragraph 4 below.
3. Interest Rate. The parties hereby agree to change the rate of annual percentage interest on the Note to prime plus one and one quarter as changed from time to time % per annum, and interest after maturity to 15 % per annum, with payments as follows in paragraph 4 below.

DEPT-01 RECORDING \$25.50  
 T00011 TRAN 1785 05/12/94 11:18:00  
 45461 + RV \*-94-426668  
 COOK COUNTY RECORDER



Handwritten initials or mark.

P-623178-06

LAND TITLE GROUP, INC.

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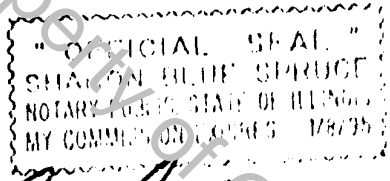
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Gary S. Collins, Managing Director and Gail I. Carpenter, Assistant Secretary, of The PrivateBank and Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managing Director 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 Banking Corporation, for the uses and purposes therein set forth; and the said Assistant Secretary, as custodian of the corporate seal of said Banking Corporation caused the corporate seal to be affixed to said instrument as her own free and voluntary act and as the free and voluntary act of said Banking Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.



[Signature]  
Notary Public

My commission expires: 1/8/95

THE PRIVATEBANK AND TRUST COMPANY  
By: [Signature]

Its: Managing Director

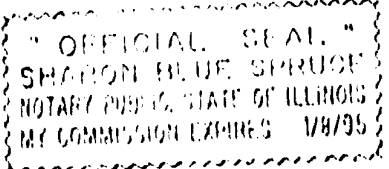
ATTEST: [Signature]

Its: Assistant Secretary

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 the above named Gary S. Collins, Managing Director and Gail I. Carpenter, Assistant Secretary of The PrivateBank and Trust Company, personally known to me to be the same persons who names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Managing Director own free and voluntary act of said Corporation.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.



[Signature]  
Notary Public

My commission expires: 1/8/95

This instrument was prepared by and return to: Gary S. Collins, Managing Director  
The PrivateBank and Trust Co.  
10 North Dearborn Avenue, Suite 900,  
Chicago, Illinois 60602.

MAIL TO →

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4. Payments by Owner. Owner shall make monthly payments of March 1, 1994 (interest) commencing on the first day of March, 1994, and on the first day of each and every month thereafter until March 1, 1995, maturity. Owner further agrees to pay the principal sum secured by the Mortgage as therein provided, as hereby modified, in the currency provided for in the Mortgage, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at The PrivateBank and Trust Company.

5. Priority of Additional Funds. The PrivateBank and Trust Company and Owner agree that if Additional Funds are to be disbursed pursuant to this Agreement, such Additional Funds shall have priority over any and all sums due under the Note and Mortgage, as modified herein.

6. Default. If any part of said indebtedness or interest thereon is not paid at maturity, or if default in the performance of any other covenant of the Owner shall continue for fifteen days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, shall immediately be due and payable, in the same manner as if said modification had not been granted.

7. Ratification. This Agreement is supplementary to the mortgage or trust deed described above. Except as modified herein, all of the terms, provisions and covenants of the Note and Mortgage not expressly modified by this Note and Mortgage Modification Agreement, but not including any prepayments privileges unless expressly provided for herein, are hereby confirmed and ratified and shall remain in full force and effect. Owner agrees to perform all the covenants of the grantor or grantors in the Mortgage. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under any by virtue of the Homestead Exemption Law of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Note and Mortgage Modification Agreement as of the Effective Date.

OWNER

STATE OF ILLINOIS )  
COUNTY OF Cook )

) ss.

Marie A. Fotino  
Vice President

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF  
FIRST COLONIAL TRUST COMPANY not personally but  
solely as Trustee under PA dated 7/5/85

Norma J. Haworth  
Land Trust Officer

Illinois }  
County of Cook } ss

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Marie A. Fotino, personally known to me to be the Vice President of FIRST COLONIAL TRUST COMPANY and Norma J. Haworth personally known to me to be the Land Trust Officer of said Corporation, and 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 severally acknowledged that as such Vice President and Land Trust Officer of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 30th day of March, 19 94.

SEAL  
JUNE 17 1996  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7/17/96

Scire A. About  
NOTARY PUBLIC

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## RIDPR

This document is executed by First Colonial Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, 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 their respective successors and assigns) and that 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 therein for the payment or enforcement thereof, it being understood that said 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 premises, the provisions of this rider shall be controlling.

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