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LOAN #243248040

LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT ("Agreement") is made and entered into as of this 5th day of May, 1994 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Corporation, not personally but as Trustee under a Trust Agreement ("Trust Agreement") dated March 16, 1984 and known as Trust No. 60508 ("Trustee"), Glennie Mae Jones ("Borrower"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, as successor to THE FIRST CHICAGO BANK OF RAVENSWOOD F/K/A/ BANK OF RAVENSWOOD. The payee under that certain Installment Note dated MARCH 22,1984 ("Payee"), under the following circumstances:

RECITALS

- A. On March 22, 1984, the Borrower and the Trustee executed and delivered to the Payee a certain Installment Note in the principal amount of Twenty Four Thousand Five Hundred and 00/100 (\$24,500.00) Dollars (the "Note").
- B. Contemporaneous with the execution of the Note, the Trustee, not personally but as Trustee under the Trust Agreement, executed and delivered a Trust Deed on the property located at 6939 South Dorchester, Chicago, Illinois described in Exhibit A attached hereto (hereinafter referred to as the "Mortgage") to the Payee to secure payment of the indebtedness described in the Note, including the entire principal amount thereunder and all interest thereon, and the Borrower executed and delivered to the Payee a collateral assignment of its beneficial interest under the land trust described above (the "Assignment").
- c. The Borrower desires to modify the terms of the Note to provide for a reduction of the interest rate thereunder as set forth in Section 2 hereof and to further modify the terms of the Note by modifying the balloon date of the Note to provide for call option provided to the payee, under the loan modification agreement and the payee is willing to agree to such a reduction of the interest rate and to the call option upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises described herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amount of Outstanding Obligations. Borrower and Trustee Backnowledge and confirm that as of the date hereof, the outstanding balance of principal and accrued interest under the Note is Twenty One Thousand Seven Hundred Six Thousand and 06/100 Dollars (\$21,706.06) (the "Indebtedness"). The Borrower personally and the Trustee out of the portion of the trust estate described in Recital B above agree to pay the Indebtedness in accordance with the

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payment schedule set forth in Section 3 of this Agreement. The parties acknowledge and agree that the Mortgage, the Note, the Assignment and any other documents securing the Note and the Indebtedness evidenced and secured thereby (collectively the "Loan Documents") shall continue in full force and effect, subject only to the modifications described in this Agreement. Execution of this Agreement shall not affect or otherwise impair the lien evidenced by the Mortgage, the Assignment or any of the other Loan Documents, or their priority over other liens, if any.

- 2. Interest. The Payee agrees that the interest rate under the Note shall be, Ten and One Half percent (10.50%) per annum. Accordingly, the Borrower shall pay interest (computed on a 360 day basis) from the date hereof on the outstanding amount of the Indebtedness at a rate of interest equal to Ten and One Half percent (10.50%) per annum, payable as set forth in Section 3 of this Agreement.
- 3. Payments of Principal and Interest. Borrower and Trustee shall make payments of principal and interest hereunder in the following manner:
- (a) Monthly installments of principal and interest in the amount of Two Hundred Thirty Nine Dollars and 40/100 Dollars (\$239.40) on the 1st. day of April, 1994 ("First Payment Date") and monthly installments of principal and interest in the same amount on the same day of each month thereafter, through and including the Maturity Date (as hereinafter defined); provided, however, upon payment in full of all principal indebtadness hereunder, there shall be simultaneously paid to Payee all interest accrued through said date of payment.
- (b) On April 1, 2009 ("Maturity Date") all principal indebtedness hereunder.
- 4. Call Option. The Note shall be, and it hereby is, revised to provide that the Lender's optional right to call and declare the entire Indebtedness and all accrued interest thereon to be due and forthwith payable in advance of the Maturity Date may be exercised, upon (a) the FIFTH anniversary of the First Payment Date, or (b) each succesive anniversary of the First Payment Date, provided that Lender shall have given written notice of said call to maker at least ninety (90) days prior to any such anniversary date upon which Lender may exercise its call option hereunder.
- 5. Continuation of Obligations. The parties acknowledge that the Indebtedness shall not be deemed to have been cancelled, discharged or released in any manner by this Agreement, and that the obligations evidenced by the Note, as modified by this

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Agreement, and any mortgages, trust deeds, collateral assignment of beneficial interest in land trusts or other Loan Documents creating or perfecting any liens or other security interests with respect to the Indebtedness shall continue in full force and effect as security for the satisfaction and payment of the Indebtedness.

- Continuation of Other Terms. Except as modified by this Agreement, the terms, conditions, promises and covenants contained in the Note, the Mortgage, the Assignment and any other Loan Documents shall remain in full force and effect, including without limitation any call options set forth therein or in any other Loan Documents evidencing or securing the Indebtedness.
- Late Charge. Effective upon execution of this Agreement, in the event the Borrower and/or Trustee fail to make a payment when due and if such payment shall not be received by Bank within ten (10) days after its due date, the Borrower shall be assessed a late fee equal to the greater of \$50.00 or five percent of the amount of any such overduc payment.
- Financial Statements. Within thirty (30) days after the close of each calendar year, (each individual Borrower shall furnish to the Payee its personal financial statement for the calendar year then ending, in form and substance satisfactory to Lender and (ii) each corporate or partnership Borrower shall furnish an annual report of such Borrower, prepared and reviewed by independent certified public accountance, consisting of a balance sheet of such Borrower as of the close of such calendar year and statements of profit and loss of such Borrover, all prepared in accordance with generally accepted accounting principles. addition, the Borrower shall furnish to Payee, within thirty (30) days after the close of each calendar year, an income and expense statement showing the operation of the premises secured by the Mortgage (the "Premises") and copies of all leases of any portion of the Premises. The income and expense statement shall be comprehensive and reflect, in addition to other data, the following: gross income and source, real estate taxes, insurance, operating expenses in reasonable detail, depreciation and net Within thirty (30) days of filing, the Borrower shall furnish to the Payee copies of all filed federal and state income tax returns.
- This Agreement is executed by Execution by Trustee. Trustee, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on said

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Trustee personally, to pay the Note or any interest that may accrue thereon or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied herein contained, or with regard to any warranty contained in the Mortgage except the warranty made in this Paragraph; all such liability, if any, being expressly waived by the Payee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and assigns are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look to the premises which are the subject of the Mortgage for the payment the coof in the manner herein and in the Note provided but this shall not be construed in any way so as to affect or impair the lien of the Mortgage or the Payee's right to foreclosure thereof, or conscrued in any way so as to limit or restrict any of the rights and remedies in any such foreclosure proceedings or other enforcement of the payment of the indebtedness out of and from the security given therefor in the manner herein and in the Note provided for or to affect or impair the personal liability of Borrower on the Note, this Agreement or any other document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first set forth above.

ATTEST:

By: Attestation not recipied by American National Hank and Trust Company at Chipago by Laws

Willie Jacobs

Title: Authorized Officer

AMERICAN NATIONAL BANK AND TRUST COMPANY a National Banking Corporation, not personally but is Trustee as aforesaid

Martha brookins

martha Brookins ritle: Trust Officer

/ "Trus Fee"

GLENNIE MAE JOHNS

"Borrower"

ATTEST:

By: Tillie UK

Title: Mortgage Servicing Officer

THE FIRST NATIONAL

bank of

CHICAGO

By:

Title: COMMERCIAL LOAN OFFICE

"Payee"

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STATE OF ILLINOIS)	7.0
COUNTY OF COOK)	SS .
The loregoing of, 1994,		ent was acknowledged before me this day
Perk		Notary Public
STATE OF ILLINOIS	0 -	SS.
COUNTY OF COOK	1	
MARTHA BROOKINS Willie Jacobs personally known to the foregoing inst Authorized Officer in person and ackno instrument as their voluntary act of s purposes therein se acknowledge that h Bank, did affix the as his own free and	me as to rument , res wledged r free as aid Bar et forth e as cu corpora volunta	, a Notary Public in and for said aforesaid, do hereby certify that of American National Bank & Trust and of American National Bank & Trust being the persons whose names are subscribed to as such TRUST OFFICER and pectively, appeared before me this day that they signed and delivered the said and voluntary acts, and as the free and ak, as Land Trustee, for the uses and a; and the said did also then and there stodian of the corporate seal of said ate seal of said Bank to said instrument ary act and as the free and voluntary act stee, for the uses and purposes therein
		Many Stoll Michael

"OFFICIAL SEAL"
Nancy Scott-Rudnick
Notary Public, State of Illinois
My Commission Expires 6/22/97

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STATE OF ILLINOIS SS COUNTY OF COOK

The First National Bank of Chicago, a national banking association, on behalf said bank.

This instrument was propared by Of County Clory's Office and should be returned to:

Wendy Jones 1825 W. Lawrence Chicago, Illinois 60640

Box 55

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EXHIBIT "A" LEGAL DESCRIPTION RIDER

PARCEL 1: LOTS 3 AND 4 IN BLOCK 4 IN THE SUBDIVISION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT REAT ESTATE INDEX NUMBER 20-23-416-002-0000 A 1939 S. OF COUNTY CLARKS OFFICE

PROPERTY ADDRESS: 6939 SOUTH DORCHESTER

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