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## SECOND MODIFICATION OF NOTE, MORTGAGE AND LOAN DOCUMENTS

This Second Modification of Note, Mortgage and Loan Documents (hereinafter referred to as the "Second Modification") made this 15th day of August, 1994, by and between Cole Taylor Bank, an Illinois Banking Corporation (hereinafter referred to as the "Lender"), and Cole Taylor Bank, as Trustee under Trust Agreement Dated May 27, 1992 and known as Trust Number 92-4141, Angelo Alexander and Sherry Alexander (hereinafter referred to as the "Borrowers").

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WHEREAS, Borrowers executed and delivered to Lender a certain note dated September 1, 1992 (hereinafter referred to as the "Note") evidencing the obligation to repay that certain loan (hereinafter referred to as the "Loan") in the Principal sum of ONE HUNDRED, SEVENTY SIX THOUSAND, SEVEN HUNDRED THIRTY ONE AND 85/100 Dollars (\$176,731.85); and

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WHEREAS, such Note is secured by: (i) certain Commercial Mortgage, Security Agreement and Fixture Filing (hereinafter referred to as the "Mortgage") from Borrowers dated September 1, 1992 and recorded October 7, 1992 in Cook County, Illinois as Document No. 92745881 relative to certain real estate commonly described as Lot 17 Creekside Lane, Barrington Hills Illinois and legally described on Exhibit "A" attached hereto (the "Mortgaged Premises"); and (ii) certain other assignments, agreements and other "Loan Documents" including all modifications, extensions or renewals thereof; and

WHEREAS, Borrower entered into executed a Modification of Note, Mortgage and Loan Documents dated September 15, 1993, wherein Note and Loan Documents were amended by modifying the maturity date from September 1, 1997, to September 1, 1994 and recorded October 27, 1993 as Document Number 93866980 in Cook County, Illinois; and

WHEREAS, the parties desire to modify the terms of the Note and the Loan Documents as hereinafter specifically set forth.

DEPT. OF RECORDING  
191004 TRAN 7879 10/13/94 15:15:00 \$31.50  
22896 + DW \* -94-881460  
COOK COUNTY RECORDER

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the mutual sufficiency and receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct in substance and in fact and are hereby incorporated herein by reference as if the same were set forth herein.
2. Modification of Note. The Note is hereby modified and amended in the following respects:
  - (a) Effective as of the date of this Second Modification, the interest rate charged under Paragraph 1 of the Note shall be reduced from the stated floating rate of prime plus one-half percent per annum to the modified fixed rate of seven and three quarters (7.75%) percent per annum.
  - (b) Effective as of the date of this Second Modification, the new maturity date shall be August 15, 1996.
  - (c) Effective as of the date of this Second Modification the monthly payment of interest only as set forth in Paragraph 1 of the Note shall be modified to monthly payments of principal including interest in the amount of One Thousand Two Hundred Seventy Four and 72/100 (\$1,274.72) Dollars with first payment due beginning September 15, 1994 and continuing on the same day of each month thereafter with a final balloon payment of One Hundred Seventy Four Thousand One Hundred Forty Seven and 89/100 (\$174,147.89) Dollars due at the modified maturity date of August 15, 1996.

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3. Modification of Mortgage and Loan Documents. The Mortgage, and the Loan Documents are hereby modified and amended in the following respects:

- (a) Any reference in the Mortgage and other Loan Documents to the stated maturity date shall henceforth mean the modified maturity date of August 15, 1996.

4. Reaffirmation. Except as otherwise expressly provided herein, the Note and other Loan Documents remain unaltered, unchanged and in full force and effect. The terms of the Note and other Loan Documents, as modified herein, are expressly reaffirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this Second Modification on the date first written above.

## TRUST EXCULPATION

This Modification is executed by Cole Taylor Bank, not personally, but solely as Trustee in the exercise of the power and authority conferred upon and vested in its as Trustee. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Note or its making, issue or transfer, and all such liability, if any, is expressly waived by each taker and holder hereof; except that Trustee in its personal and individual capacity warrants that it as trustee possess full power and authority to execute this instrument. In the event of Default, the sole remedy of the holder, as far as Trustee is concerned, shall be foreclosure of the Mortgage, action against any other security or any time given to secure the payment of the indebtedness, action to enforce the personal liability of Angelo Alexander and Sherry Alexander, or any other remedies as the holder in its sole discretion may elect.

COLE TAYLOR BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED 5/27/92 AND KNOWN AS TRUST NUMBER 92-4731 AND NOT PERSONALLY.

BY: [Signature] A.V.P.

ATTEST: [Signature]  
Sr. Land Trust Administrator

X [Signature]  
Angelo Alexander

X [Signature]  
Sherry Alexander

## LENDER'S ACCEPTANCE

Cole Taylor Bank, an Illinois Banking Corporation

BY: [Signature]  
D. Fred deRoode, Senior Vice President

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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  
Mario V. Gotanco Assistant Vice President of Cole Taylor Bank and  
Linda L. Horcher Sr. Land Trust Admin. of said Company,  
 personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such  
 Assistant Vice President and Sr. Land Trust Admin. respectively, appeared before me this day in person  
 and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and  
 as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Sr.  
 Land Trust Adm. did also then and there acknowledge that he, as custodian of the corporate seal of said  
 Company, did affix the said corporate seal of said Company to said instrument as his own free and voluntary act,  
 and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of September, 1994.

OFFICIAL SEAL  
 ELSIE FAY URIBE  
 NOTARY PUBLIC STATE OF ILLINOIS  
 MY COMMISSION EXPIRES MAR. 1, 1996

Elsie Fay Uribe  
 Notary Public

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

I, the undersigned, a Notary Public, in and for and residing in said County and State, **DO HEREBY CERTIFY**, that **Angelo Alexander**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person and he appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act.

Given under my hand and notarial seal this 15<sup>th</sup> day of August, 1994.



Yvonne A. Wolodkowitz  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

I, the undersigned, a Notary Public, in and for and residing in said County and State, **DO HEREBY CERTIFY**, that **Sherry Alexander**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person and she appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act.

Given under my hand and notarial seal this 15<sup>th</sup> day of August, 1994.



Yvonne A. Wolodkowitz  
Notary Public

My Commission Expires:  
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STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF Cook        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that **D. Fred deRoode**, personally known to me to be a Sr. Vice President of Cole Taylor Bank, an Illinois Banking Corporation, and 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 as such Sr. Vice President he signed and delivered the said instrument as Vice President, pursuant to authority, given by the Board of Directors of said Corporation as their 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 15<sup>th</sup> day of August 1994.



Yvonne A. Wołodkiewicz  
Notary Public  
My Commission Expires: \_\_\_\_\_

Cook County Clerk's Office

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Exhibit "A"

LOT 17 IN SUTTON CREEK, A SUBDIVISION OF MUCH OF THE NORTH 1/2 OF SECTION 21 AND AN EXIGUOUS PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 01-21-206-013

COMMON ADDRESS: LOT 17, CREEKSIDE LANE, BARRINGTON HILLS IL

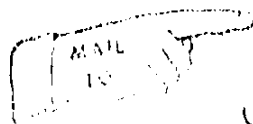
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Mail to:

Cole Taylor Bank  
350 E. Dundee Road

Wheeling, Ill. 60090

Attn. Debra J. Wurdeman



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