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10/12/94

MORTGAGE AND LOAN DOCUMENT MODIFICATION AGREEMENT

THIS MORTGAGE AND LOAN DOCUMENT MODIFICATION AGREEMENT ("Agreement") is made as of this 12th day of October, 1994, by and between MARK L. TANNENBAUM and KATHLEEN J. TANNENBAUM, his wife ("Mortgagor"), and PRAIRIE BANK AND TRUST COMPANY ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagor executed and delivered to Mortgagee a certain Note dated July 14, 1994 in the stated principal sum of \$150,000.00 (the "Note") evidencing a loan from Mortgagee to Mortgagor (the "Loan") in the original principal amount of \$150,000.00; and

WHEREAS, the Note was secured by, among other items, a certain Mortgage executed by Mortgagor dated as of July 14, 1994 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder") on July 27, 1994 as Document No. 94658323 (the "Original Mortgage") encumbering the real estate legally described in Exhibit A attached hereto, an Assignment of Rents and Leases executed by Mortgagor (the "Original Assignment") dated as of July 14, 1994, which Assignment was recorded on July 27, 1994 in the Office of the Recorder as Document No. 94658324 and by other instruments and security documents (the Original Mortgage, Original Assignment, Original Security Agreement and such other instruments and security documents executed in connection with the Note are sometimes referred to herein collectively as the "Original Loan Documents"); and

WHEREAS, Mortgagor has requested that Mortgagee increase the amount of the loan to \$170,000.00 to provide additional funds for the construction of an office building and related improvements on the Mortgaged Premises; and

WHEREAS, Mortgagor has executed and delivered to the Mortgagee an Amended and Restated Note of even date herewith that amends and restates the Note in its entirety and increases the stated principal amount thereof to \$170,000.00 (the "Amended and Restated Note"); and

WHEREAS, Mortgagor and Mortgagee have agreed to amend the Original Mortgage and the Original Loan Documents in the manner herein set forth.

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THIS DOCUMENT IS PREPARED BY:
DAVID T. COHEN AND ASSOCIATES
14300 E. RAVINIA, SUITE 100
ORLAND PARK, ILLINOIS 60462

PERMANENT PROPERTY INDEX NO.
19-33-107-003-0000

PROPERTY ADDRESS:
5307 West 79th Street
Burbank, Illinois 60459

UPON RECORDING RETURN TO:
PRAIRIE BANK AND TRUST COMPANY
7661 SOUTH HARLEM AVENUE
BRIDGEVIEW, ILLINOIS 60455

\$31.50

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NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. The recitals hereinabove set forth are true and correct and are hereby incorporated into this Agreement by this reference. All defined terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Amended and Restated Note and Original Mortgage.

2. The Original Mortgage and Original Loan Documents are hereby amended by changing the amount shown therein as the stated principal amount of the indebtedness secured thereby from \$150,000.00 to \$170,000.00. The Original Mortgage and Original Loan Documents shall secure an indebtedness in the stated principal amount of \$170,000.00.

3. Mortgagor acknowledges that the current outstanding principal balance of the Loan is \$150,000.00.

4. Mortgagor acknowledges that no defenses, offsets or counterclaims are, as of the date hereof, available to Mortgagor under the Note, Amended and Restated Note, Original Mortgage or any of the Original Loan Documents. Mortgagor hereby remakes and ratifies all representations, warranties and agreements made by either of them in and upon the execution and delivery of the Note, Original Mortgage and other Original Loan Documents.

5. Nothing herein contained shall impair the Note, as amended and restated by the Amended and Restated Note, Original Mortgage or Original Loan Documents in any way nor alter, waive, annul, vary nor affect any provision, condition or covenant herein contained except as expressly herein provided nor affect or impair any right, power or remedy of Mortgagee, it being the intention of the parties hereto that the terms and provisions of the Note, as amended and restated by the Amended and Restated Note, Original Mortgage and Original Loan Documents shall continue in full force and effect except as expressly modified in connection herewith.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Agreement shall be made or claimed by Mortgagor, and no notice of any extension, change, modification or amendment, made or claimed by Mortgagor shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

8. Except as herein expressly amended, the Original Mortgage and Original Loan Documents shall continue unmodified and in full force and effect.

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, MARGARET M. MCCUE, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MARK L. TANNENBAUM, 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 he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13TH day of OCTOBER, 1994.

Margaret M. McCue
NOTARY PUBLIC



STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, MARGARET M. MCCUE, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that KATHLEEN J. TANNENBAUM, 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 and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13TH day of OCTOBER, 1994.

Margaret M. McCue
NOTARY PUBLIC



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Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, MARGARET M. MCCUE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT BRADLEY M. STEVENS, the PRESIDENT of PRAIRIE BANK AND TRUST COMPANY, and CATHERINE N. WEBB, the SENIOR VICE PRESIDENT thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PRESIDENT and SENIOR VICE PRESIDENT, 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 Bank, for the uses and purposes therein set forth; and the said PRESIDENT did also then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13TH day of OCTOBER, 1994.

Margaret M. McCue
NOTARY PUBLIC



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IN WITNESS WHEREOF, this instrument is executed on the
day and year first above written.

Mark L. Tannenbaum
MARK L. TANNENBAUM

Kathleen J. Tannenbaum
KATHLEEN J. TANNENBAUM

PRAIRIE BANK AND TRUST
COMPANY

BRADLEY M. STEWENS

By:

Its: PRESIDENT

ATTEST:

CATHERINE N. WEBB

Its: SENIOR VICE PRESIDENT

COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE

0001	
RECORDIN	31.00
MAIL	0.50
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SUBTOTAL	31.50
CASH	31.50

10/26/94

2 PURC CTR
0030 MCH 13:42

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EXHIBIT A

LEGAL DESCRIPTION

LOT 192 IN FRANK DELUGACH'S 79TH CICERO GOLFPVIEW, A SUBDIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND ALSO OF THE MIDDLE 1/3 OF THE NORTH 60 ACRES OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 33, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID MIDDLE 1/3 BEING THE WEST 1/2 OF THE EAST 2/3 OF SAID NORTH 60 ACRES, AS PER PLAT RECORDED SEPTEMBER 4, 1941, AS DOCUMENT 12750971, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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