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INSTALLMENT NOTE : DEPT-01 RECORDING \$33.50
 : T#0012 TRAM 6712 11/21/94 10:52:00
MODIFICATION AGREEMENT : #5811 + SK *-94-983937
 : COOK COUNTY RECORDER

This INSTALLMENT NOTE MODIFICATION AGREEMENT is made October 21, 1994 between Mount Greenwood Bank, as Trustee under a Trust Agreement dated April 21, 1994 and known as Trust 5-1042 hereinafter referred to as "Trust 5-1042", and Mount Greenwood Bank, an Illinois banking corporation, having an office at 3052 West 11th Street, Chicago, IL 60655, hereinafter referred to as the "Bank".

WHEREAS, the Bank has lent to Trust 5-1042 the sum of THREE HUNDRED EIGHTY THOUSAND (\$380,000) DOLLARS, as evidenced by an Installment Note executed and delivered by Trust 5-1042 to the Bank on April 29, 1993 (the "Installment Note") and secured by a Mortgage and Assignment of Rents each dated April 29, 1993, which Mortgage and Assignment of Rents were both duly recorded as Document Nos. 93321135 and 93321136, respectively, on April 30, 1993 in the office of the Cook County Recorder of Deeds, and which Installment Note, Mortgage and Assignment of Rents are hereby incorporated herein as part of this instrument; and

WHEREAS, Trust 5-1042 and the Bank desire to modify the terms of said Installment Note to reflect a principal reduction and to modify the terms of repayment.

LOAN MODIFICATION AND EXTENSION

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Installment Note, Mortgage, and Assignment of Rents, Trust 5-1042 and the Bank agree that, the Installment Note is hereby amended to evidence indebtedness of THREE HUNDRED SEVENTY FOUR THOUSAND TWO HUNDRED TWENTY THREE and 41/100THS (\$374,223.41) DOLLARS which Trust 5-1042 promises to pay to the Bank as follows:

Commencing on November 1, 1994 and continuing on the first (1st) day of each month thereafter, Trust 5-1042 shall pay the outstanding indebtedness and interest on the outstanding indebtedness evidenced by the Installment Note and this Modification Agreement, said interest to be calculated at the Interest Rate of Wall Street Journal Prime plus one and one quarter percent (WSJP + 1.25%) floating, takedown rate nine (9.0%) per cent; installments (including principal and interest) of THREE THOUSAND ONE HUNDRED NINETY ONE and 88/100ths (\$3,191.88) DOLLARS, except that the final payment of all outstanding principal and accrued interest, if not sooner paid, shall be due and payable on April 1, 1996. This is BALLOON mortgage based on 25 year amortization.

Nothing contained herein, in the Installment Note, the aforesaid Mortgages or Assignment of Rents shall obligate the Bank to advance to Trust 5-1042 any additional funds in excess of the

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total amount due of \$374,223.41.

In all respects not inconsistent herewith the Installment Note shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, Trust 5-1042 has caused these presents to be signed the day and year first above written.

MOUNT GREENWOOD BANK
As Trustee under a Trust
Agreement Dated April 22,
1993 and known as Trust 5-1042

By: [Signature]
Title: Vice President

ATTEST:

[Signature]
Title: Trust Officer

This instrument is executed by Mount Greenwood Bank, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by Mount Greenwood Bank are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against Mount Greenwood Bank by reason of any of the covenants, statements, indemnities, warranties, undertakings, agreements or representations contained in this instrument.

TORY CLAIMS MADE A RT HEREOF

SEE EXCULPA HERETO AND

County Clerk's Office

8-12-3003

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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 Jack Lester, Vice President of MOUNT GREENWOOD BANK, and Barbara J. Ralson, Trust Officer of said MOUNT GREENWOOD BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer, 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 MOUNT GREENWOOD BANK, as Trustee, for the uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that he/she, as custodian for the corporate seal of said MOUNT GREENWOOD BANK, did affix the said corporate seal as his/her own free and voluntary act, and as the free and voluntary act of said MOUNT GREENWOOD BANK, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of October, 1994.

Mary Rociola
NOTARY PUBLIC



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MORTGAGE AND ASSIGNMENT OF RENTS MODIFICATION AGREEMENT

This MODIFICATION AGREEMENT is made October 21, 1994 between Mount Greenwood Bank, as Trustee under a Trust Agreement dated April 22, 1993 and known as Trust 5-1042 hereinafter referred to as "Mortgagor", and Mount Greenwood Bank, having an office at 3052 West 111th Street, Chicago, IL 60655, hereinafter referred to as "Mortgagee".

WHEREAS, the Mortgagee has lent to Mortgagor the sum of THREE HUNDRED EIGHTY THOUSAND (\$380,000) DOLLARS, as evidenced by an Installment Note executed and delivered by Mortgagor to Mortgagee on April 29, 1993 ("Installment Note") and secured by a Mortgage ("Mortgage") and Assignment of Rents ("Assignment of Rents") each dated April 29, 1993, which Mortgage and Assignment of Rents were both duly recorded as Document Nos. 93321135 and 93321136, respectively, on April 30, 1993 in the office of the Cook County Recorder of Deeds; and

WHEREAS, Mortgagor and Mortgagee have pursuant to that certain Installment Note Modification Agreement of even date herewith ("Installment Note Modification Agreement") modified the terms of the indebtedness evidenced by the Installment Note to reflect a reduction of the outstanding principal amount of the indebtedness to THREE HUNDRED SEVENTY FOUR THOUSAND TWO HUNDRED TWENTY THREE and 41/100THS (\$374,223.41) Dollars, and to modify the terms of repayment of said indebtedness; and

WHEREAS, Mortgagee and Mortgagor desire to modify the Mortgage and Assignment of Rents so that such Mortgage and Assignment of Rents secure the Installment Note as modified by the Installment Note Modification Agreement.

LOAN MODIFICATION

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Installment Note, Mortgage, and Assignment of Rents, Mortgagee and Mortgagor agree that the Mortgage and Assignment of Rents each dated April 29, 1993 and recorded on April 30, 1993 in the Office of the Recorder of Deeds of Cook County as document Nos. 93321135 and 93321136 respectively, are herewith amended so that said Mortgage and Assignment of Rents shall secure the Installment Note as modified by the Installment Note Modification Agreement.

By said Mortgage and Assignment of Rents, Mortgagor has conveyed to the Mortgagee real property situated in Cook County, Illinois legally described as follows:

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10/10/2013

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LOTS 1 TO 7 INCLUSIVE (EXCEPT THE SOUTH 16 FEET OF SAID LOT 7) IN BLOCK 38, LOTS 1 TO 9 INCLUSIVE (EXCEPT THE SOUTH 16 FEET OF SAID LOT 9) IN BLOCK 39 ALSO THE VACATED 16 FOOT ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS 1 TO 4 IN BLOCKS 38 AND 39 IN FREDERICK H. BARTLETT'S GREATER CALUMET SUBDIVISION OF CHICAGO FIRST ADDITION, BEING A SUBDIVISION OF PART OF THE EAST 1/8 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO LOT "A" IN MAPLE PARK SUBDIVISION IN THE EAST 1/8 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1201-1225 WEST 115TH STREET, CHICAGO, IL

PERMANENT INDEX NO.: 25-20-328-064; 136; 137

(referred to herein as the "Premises").

In all respects not inconsistent herewith, the Mortgage and Assignment of Rents shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed the day and year first above written.

MOUNT GREENWOOD BANK,
as Trustee under a Trust Agreement dated
April 22, 1993 and known as Trust 5-1042

By: [Signature]
Title: Vice President

ATTEST:
[Signature]
Title: Trust Officer

This instrument is executed by Mount Greenwood Bank, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by Mount Greenwood Bank are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against Mount Greenwood Bank by reason of any of the covenants, statements, indemnities, warranties, undertakings, agreements or representations contained in this instrument.

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SEE EXCULPATORY CLAUSE ATTACHED
HEREYO AND MADE A PART HEREOF.

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