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NOTE AND MORTGAGE MODIFICATION AGREEMENT

DEPT-01 RECORDING \$39.50
T#0013 TRAN 1428 01/11/94 11:48:00
#2565 # *-94-032574

THIS NOTE AND MORTGAGE MODIFICATION AGREEMENT (the "Agreement") made as of this 1st day of September, 1993, ("Effective Date") by and between

COLONIAL BANK

an Illinois banking corporation and the owner of the mortgage or trust deed hereinafter described ("Colonial Bank"), and Mario Jurcik, a married man, married to Luci Jurcik, American National Bank and Trust Company of Chicago as Trustee ultra dated 10/5/87 a/k/a Trust No. 103687-02 and Suburban National Bank of Palatine as Trustee ultra dated 4/20/82 a/k/a Trust No. 3864 representing him/her/itself or selves to be the owner or owners of the real estate hereinafter described ("Owner").

WHEREAS, on August 13, 1990, for full value received, Owner executed and delivered to Colonial Bank a certain Promissory Note in the principal amount of Six Hundred Sixty Eight Thousand and 00/100 Dollars (\$ 668,000.00) (the "Note"), made payable to Colonial Bank. Owner secured the payment of said Note by granting to Colonial Bank a certain Mortgage or Trust Deed in nature of a Mortgage ("Mortgage"), which was recorded in the office of the Recorder of Deeds or Registrar of Titles of Cook County, Illinois, as Document No. 90-442624 encumbering certain real estate described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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WHEREAS, Owner also executed the following documents in conjunction with the Mortgage referenced above, and recorded as indicated below (if none, so state): Assignment of Rents dated 8/13/90 and recorded as Document No. 90-442624 and Trust Deed dated 8/13/90 and recorded as Document No. 90-433608 and Assignment of Rents dated 8/13/90 and recorded as Document No. 90-433609

WHEREAS, Colonial Bank 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, Colonial Bank 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 \$ 606,503.12, (the "Indebtedness").
2. Extension of Time for Payment. The parties hereby agree to extend the time for payment of the Indebtedness to and including April 1, 1994, with payments as follows in paragraph 5 below.

MAIL TO

COLONIAL BANK
5850 W. BELMONT AVE
CHICAGO IL 60634
N: Almida MORALES



3950
\$

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3. **Interest Rate.** The parties hereby agree change the rate of annual percentage interest on the Note to **Eight Percent (8.00%)**, per annum, and interest after maturity to **Eleven Percent (11.00%)**, per annum, with payments as follows in paragraph 5 below.

4. **Additional Funds.** Colonial Bank agrees to disburse to Owner the additional principal sum of \$ **NONE**, ("**Additional Funds**") under the Note and Mortgage. Colonial Bank and Owner agree that such Additional Funds shall be added to and become part of the principal balance of the Note and Mortgage and that such sums shall be repaid as herein provided. Colonial Bank and Owner further acknowledge that Colonial Bank shall advance said Additional Funds subject to certain restrictions set forth herein. Payment of the indebtedness and such Additional Funds shall be as follows in paragraph 5 below.

5. **Payments by Owner.** Owner shall make monthly payments of **\$6,482.26** (principal and interest) commencing on the **1st** day of **October, 1993**, and on the **1st** day of each and every month thereafter until 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 State 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 of holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at Colonial Bank.

6. **Priority of Additional Funds.** Colonial Bank 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.

7. **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 twenty 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.

8. **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 insure 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 and 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.

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9. Prior Name. Colonial Bank was formerly known as COLONIAL BANK AND TRUST COMPANY OF CHICAGO. Any references to the prior name in any of the documents described herein shall be deemed to be references to Colonial Bank.

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

OWNER:

BY: MARIB JUBOK

American National Bank and Trust Company of Chicago
aforesaid and not personally

BY: [Signature]

Suburban National Bank of Palatine, ^{ITS TRUSTEE}
aforesaid and not personally

BY: Mary E. Rooney

ATTEST: [Signature]

Exoneration provision restricting any liability of Suburban National Bank of Palatine, as trustee, is set forth on this or on the reverse side hereof or attached hereto, is expressly made a part hereof.

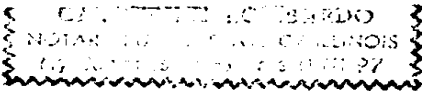
ATTEST: [Signature]

This instrument is executed by the Suburban National Bank of Palatine as Trustee under the provisions of a Trust Agreement dated 4/20/82, and known as Trust no. 3864, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Suburban National Bank of Palatine warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Suburban National Bank of Palatine in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Suburban National Bank of Palatine on account of any representations, warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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Form SNBP (197)

(SEAL)



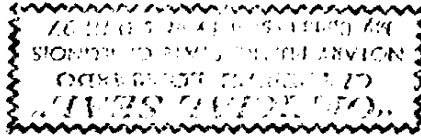
NOTARY PUBLIC

My commission expires:

1-11-97

UNOFFICIAL COPY

My commission expires: 1-11-91
 NOTARY PUBLIC
Robert J. ...



(SEAL)

GIVEN under my hand and official seal this 11th day of Nov, 1993.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do
 Hereby Certify that Marie Jurcik, a Married Man, Married to Luci Jurcik, personally
 known to me to be the same person whose names are subscribed to the foregoing
 instrument, appeared before me this day in person, and acknowledged that they
 signed, sealed and delivered the said instrument as their free and voluntary act, for
 the uses and purposes therein set forth.

COUNTY OF COOK

ISS.

STATE OF ILLINOIS)

Property of Cook County Clerk's Office

OWNER:

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

9. Prior Name, Colonial Bank was formerly known as COLONIAL BANK
 AND TRUST COMPANY OF CHICAGO. Any references to the prior name in any of
 the documents described herein shall be deemed to be references to Colonial Bank.

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STATE OF ILLINOIS)
COUNTY OF Cook)
ISS.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Gregory S. Kacprzyk, Trust Officer and J. MICHAEL WHELAN of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such Trust Officer 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 their's 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 29th day of Dec, 1993.



[Signature]
NOTARY PUBLIC

My commission expires: 2/11/96

STATE OF ILLINOIS)
COUNTY OF Cook)
ISS.

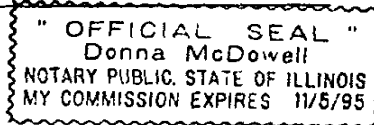
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that William P. Rooney, Trust Officer and [Signature] of SUBURBAN NATIONAL BANK OF PALATINE, personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such Trust Officer and [Signature] 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 [Signature], as custodian of the corporate seal of said Banking Corporation caused the corporate seal to be affixed to said instrument as her's 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 25th day of December, 1993.

(SEAL)

[Signature]
NOTARY PUBLIC

My commission expires:



9405274

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COLONIAL BANK:

BY: Alan B. Fine

Its: Senior Vice President

ATTEST: Dennis A. Kaluso

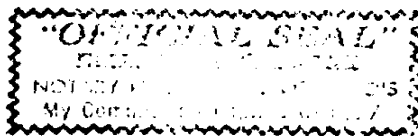
Its: Asst. Vice President

State of Illinois)
) SS.
County of Cook

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY, that the above named Alan B. Fine, Senior Vice President and Dennis A. Kaluso, Asst. Vice President, of COLONIAL BANK, 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 acknowledged that said Senior Vice President, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Senior Vice President's own free and voluntary act and as the free and voluntary act of said Corporation.

GIVEN under my hand and Notary Seal this 1st day of September, 1993.

(SEAL)



Elizabeth A. Frank
NOTARY PUBLIC

My commission expires:
11/11/97

This instrument was prepared by and return to: Sonia Vale, Colonial Bank,
5850 W. Belmont Ave., Chicago, Illinois 60634.

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Page 2 (continued)

PARCEL 4:

THE SOUTH 53 FEET OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 783.20 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 14 AND 1148.00 FEET EAST OF THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION; THENCE EAST ALONG A LINE PARALLEL TO NORTH LINE OF SECTION, 322.00 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT 1083.50 FEET SOUTH OF THE NORTH LINE OF SECTION AND 1327.98 FEET EAST OF THE NORTH AND WEST 1/4 LINE OF SECTION; THENCE WEST ALONG A LINE PARALLEL TO NORTH LINE OF SECTION 179.98 FEET; THENCE NORTH 300.30 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 57 TO 68, INCLUSIVE, LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF CHICAGO AND GREAT WESTERN RAILROAD RIGHT OF WAY LINE, IN BLOCK 1, TOGETHER WITH THAT PART OF THE VACATED EAST AND WEST 14 FOOT ALLEY LYING NORTH OF AND ADJOINING BLOCK 1, WHICH LIES EAST OF THE WEST LINE OF LOT 48 EXTENDED NORTH, IN SAID BLOCK 1, IN DES PLAINES ADDITION TO MAYWOOD AFORESAID, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 1301 Greenwood, Maywood, Illinois

P.I.N.: 15-14-208-087, -083, -085, -054, -055, -056, -057, -059, -060, -061, -063, -058, -062 and -053 and 15-14-203-008

Parcel 6:

Lot 26 in Block 4 in Elk Grove Village Section 9, being a subdivision in Section 36, Township 40 North, Range 10, East of the Third Principal Meridian (excepting therefrom that portion lying East of the West line of Rohlwing road per Document No. 11069335 dated April 5, 1932), in Cook County, Illinois according to the plat thereof recorded on August 6, 1973 as Document No. 22426695.

Commonly known as: 1501 W. Clifford Lane, Elk Grove Village, Illinois

P.I.N.: 07-36-412-020

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LÉGAL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND COMPRISED OF A PART OF EACH OF LOTS 3 AND 4 LYING EAST OF A LINE DRAWN ALONG THE SOUTH LINE OF WILCOX STREET, AND AT RIGHT ANGLES TO SAID SOUTH LINE OF WILCOX STREET FROM A POINT 292 FEET EAST OF THE EAST LINE OF THE WEST 75 FEET OF LOTS 3 AND 4 IN BLOCK 4 IN BLOCK 9, AND ALL OF LOTS 1 AND 2 IN BLOCK 10, TOGETHER WITH THE VACATED PART OF FOURTH AVENUE LYING BETWEEN BLOCKS 9 AND 10 IN STEELE AND BROWN'S ADDITION TO MAYWOOD BEING A SUBDIVISION OF THE 585.50 FEET SOUTH OF AND ADJOINING THE NORTH 504.90 FEET OF THE WEST 1148.00 FEET OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

COMPRISING A PART OF EACH OF LOTS 40 TO 47 INCLUSIVE; TOGETHER WITH PART OF THE VACATED EAST AND WEST 14 FOOT ALLEY LYING NORTH OF AND ADJOINING LOTS 34 TO 47, IN BLOCK 1 IN DES PLAINES ADDITION TO MAYWOOD A SUBDIVISION OF 20 ACRES IN THE NORTH EAST 1/4 OF SECTION 14 AFORESAID, WHICH PARCEL OF LAND, TAKEN AS A TRACT, LIES EASTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING ON THE SOUTH LINE OF WILCOX STREET (BEING ALSO THE NORTH LINE OF AFOREMENTIONED BLOCKS 9 AND 10 IN STEELE AND BROWN'S ADDITION TO MAYWOOD) AT A POINT WHICH IS 292.00 FEET EAST OF THE INTERSECTION IN BLOCK 4 IN SAID LINE WITH THE EAST LINE OF THE WEST 75.00 FEET OF LOTS 3 AND 4 IN BLOCK 9 IN SAID STEELE AND BROWN'S ADDITION TO MAYWOOD, AND RUNNING THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID SOUTH LINE OF WILCOX STREET, A DISTANCE OF 66.00 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF WILCOX STREET, A DISTANCE OF 156.00 FEET; THENCE SOUTH ALONG A LINE, PERPENDICULAR TO LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 96.00 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF WILCOX STREET, A DISTANCE OF 159.75 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 80.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 47, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 48 TO 56, INCLUSIVE, LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND GREAT WESTERN RAILROAD RIGHT OF WAY, IN BLOCK 1, TOGETHER WITH THAT PART OF THE VACATED EAST AND WEST 14 FOOT ALLEY LYING NORTH OF AND ADJOINING BLOCK 1, WHICH LIES EAST OF THE WEST LINE OF LOT 48 EXTENDED NORTH, IN BLOCK 1 IN DES PLAINES ADDITION TO MAYWOOD, A SUBDIVISION OF 20 ACRES IN THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.