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## MORTGAGE LOAN MODIFICATION AGREEMENT Mortgage Loan 930013

THIS AGREEMENT, made this 1st day of March, 1994 by and between FIRST NATIONAL BANK OF BLUE ISLAND, a corporation duly organized and existing as a national banking association under the laws of the United States of America, as Successor in Interest to First State Bank of Alsip, party of the first part and COLE TAYLOR BANK, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated JUNE 17, 1989, and known as Trust Number 4029, party of the second part, and ALEXANDER B HAJNE, JR and FRANK M. KONIENNY, party of the third part, WITNESSETH:

THAT WHEREAS, the party of the second part heretofore executed a certain Mortgage dated the 1ST day of AUGUST, 1991, and recorded on the 2ND day of AUGUST, 1991, in the Recorder of Deeds' Office of COOK County, Illinois, as Document Number 91390739, conveying to FIRST STATE BANK OF ALSIP, as Mortgagee, the real estate lying and being in the City of Alsip, County of Cook, and State of Illinois, legally described as follows:

THE NORTH 40 FEET OF LOT 4 IN BLOCK 24 IN ARTHUR T. MC INTOSH AND COMPANY'S FIRST EDITION TO GARDEN HOMES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1939 AS DOCUMENT 12375878, IN COOK COUNTY, ILLINOIS.  
P.I.N. 24-22-410-015  
COMMON ADDRESS: 11638 A & S SOUTH CRAWFORD, ALSIP, IL 60658

which said Mortgage was given to secure the payment of one certain Note executed by the party of the second part and the party of the third part in the original principal sum of ONE HUNDRED THIRTY SIX THOUSAND AND NO/100 DOLLARS (\$136,000.00);

AND WHEREAS, said Mortgage securing said Note is a valid and subsisting lien on the premises described in said Mortgage, for the present principal sum of \$110,397.63;

AND WHEREAS, to further secure payment of said Note, the party of the second part heretofore executed a certain Assignment of Rents dated the 1st day of August, 1991, and recorded on the 2nd day of August, 1991, in the Recorder of Deeds' Office of Cook County, Illinois as Document Number 91390740 assigning the rents and profits from the real estate described above to the party of the first part, which Assignment of Rents is a valid and subsisting lien on the real estate described therein as well as on the rents and profits therefrom;

Mortgagor(s) shall not suffer or permit, without the written permission or consent of the Trustee or the Holders of the Note being first had and obtained, a sale, assignment or transfer of the premises or any portion thereof of any interest therein. Neither the Trustee nor Holder of the Note shall in any way be obliged to give such consent should it be sought by the Mortgagor(s) or by anyone acting on behalf of the Mortgagor(s).

AND WHEREAS, the said Note by its terms is due and payable on the 1st day of August, 1996, and same is now owned and held by the party of the first part;

AND WHEREAS, the said party of the second part is now the owner of the premises described herein and in said Mortgage;

AND WHEREAS, the party of the second part has requested, and the party of the first part has agreed, that the terms of the Note be modified;

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NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually promise and agree as follows: to-wit: The said party of the first part agrees with the said party of the second part and said party of the third part that the time of payment of said Note be and the same is hereby extended for a period of 19 months from the 1st day of August, 1996, to wit: until the 1st day of March, 1998, and the said party of the second part and said party of the third part agree with the said party of the first part that it will pay to the legal holder of said Note the said unpaid principal sum as increased as of March 1, 1994, of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00) and interest from the 1ST day of MARCH, 1994, on the balance of principal remaining from time to time unpaid at the rate of 8.50% per annum in installments as follows:\*\*\*\*\* ONE THOUSAND FOUR HUNDRED EIGHTY SEVEN AND 83/100 DOLLARS (\$1,487.83) or more including interest beginning on the 1st day of April, 1994, and continuing monthly on the 1st day of each month thereafter until said Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of March, 1998. All such payments on account of the indebtedness evidenced by the Note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The principal of each of said installments unless paid when due shall bear interest after maturity at the rate of 13.50% per annum. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois, as the legal holder of the Note may from time to time in writing appoint and in the absence of such appointment, then at the office of FIRST NATIONAL BANK OF BLUE ISLAND, Blue Island, Illinois.

All excess payments are to be made in multiples of \$10.00 (Ten Dollars) over and above mandatory payments on interest payment dates and will be applied in inverse order of the maturity of the Note. Excess payments will be made without premium or penalty.

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And the said parties hereto further mutually agree that all the provisions, stipulations, powers and covenants in said Note and in the said Mortgage and the Assignment of Rents, if any is listed hereinabove, contained shall stand and remain unchanged and in full force and effect for and during said extended period, except only as the same are herein and hereby specifically varied or amended; and further that in the event of a failure to pay the said principal sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00) as herein provided, or to keep, fulfill or perform any or all of the covenants and agreements contained in said Mortgage or in the Assignment of Rents, if any is listed hereinabove, then the whole of said principal sum shall, at the election of the holder of said Note, become at once without notice, due and payable and may be collected, together with all accrued interest thereon, in the same manner as if said extension had not been granted, anything hereinbefore contained to the contrary notwithstanding.

Your real estate loan payment must reach the bank no later than the due date. In the event a payment shall remain unpaid in excess of ten days without our permission, an additional charge of five (5) percent of the total monthly principal and interest payment will be made.

This loan is payable in full (at maturity or on demand). At maturity, or if the bank demands payment, you must repay the entire principal balance of the loan and unpaid interest then due. The Bank is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you

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the money at prevailing market rates, which may be considerably higher than the interest rate on this loan.

And it is expressly understood and agreed by and between the parties hereto that the covenants and agreements herein contained shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives and assigns of the said parties hereto.

IN WITNESS WHEREOF, the said parties hereto have signed, sealed and delivered these presents on the day and year first above written.

FIRST NATIONAL BANK OF BLUE ISLAND  
as Successor in Interest to First  
State Bank of Alsip

BY: *Gary L. Wesner*  
Gary L. Wesner  
Vice President

ATTEST:

*Marcia Kavanaugh*  
Marcia Kavanaugh  
Assistant Secretary

This Mortgage Modification Agreement is executed by COLE TAYLOR BANK, not individually, but as Trustee under its Trust Number above shown, in the exercise of the power and authority conferred upon and vested in it as Such Trustee (and said COLE TAYLOR BANK hereby expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on COLE TAYLOR BANK, individually, to pay the said principal note or any indebtedness accruing hereunder, or to perform any covenants, either express or implied, herein contained, all such liability, if any, being expressly waived by the holder hereof, its successors and assigns, and by every person now or hereafter claiming any right or security hereunder, and that so far as COLE TAYLOR BANK, individually, its successors and assigns, are concerned, the legal holder or holders of said principal note and any persons to whom any indebtedness may be due hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note provided; provided, however, this waiver shall in no way affect the personal liability of any co-makers, co-signers, or endorsers.

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COLE TAYLOR BANK,  
as Trustee under Trust Agreement  
dated June 17, 1983, and known as  
Trust No. 4029, and not personally.

BY: *Lucretia C. Hart*  
~~LAND TRUST OFFICER~~  
Vice President

ATTEST:

BY: *Constance E. Connelley*  
Land Trust Administrator  
Secretary

Declaration provision restricting any liability of Cole Taylor Bank stamped on the reverse side hereof or attached hereto is hereby expressly made a part hereof.

*[Signature]*  
Borrower  
*[Signature]*  
Borrower

EXPLANATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto... (Small print text regarding the agreement and liability)

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This document was prepared by: Virginia Sheppard

FIRST NATIONAL BANK OF BLUE ISLAND  
13057 S. Western Avenue, Blue Island 60406

STATE OF ILLINOIS)  
COUNTY OF COOK ) SS

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Gary Wesner, Vice President of FIRST NATIONAL BANK OF BLUE ISLAND, a national banking association, as Successor in Interest to First State Bank of Alsip, and Marcia Kavanaugh, Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President 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 acts, and as the free and voluntary act of said national banking association, as Agent, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Agent for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of March, 1994.

Dolores R. Salgado  
Notary Public

(SEAL)



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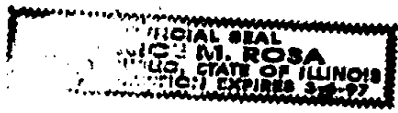
STATE OF ILLINOIS)  
COUNTY OF COOK ) SS

I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LUCILLE C. HART, LAND TRUST OFFICER ~~Vice President of COLE TAYLOR BANK~~, a national banking association, and Constance E. Conidine, Land Trust Administrator, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in personal and severally acknowledged that as such ~~LAND TRUST OFFICER~~ and Land Trust Administrator, ~~Secretary~~ of said Company, they signed and delivered said instrument, and caused the corporate seal of said Company to be affixed thereto, pursuant to authority given by the Board of Directors of said Company as their free and voluntary act and as the free and voluntary act and deed of said Company, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of March 1994.

James M. Rosa  
Notary Public

(SEAL)



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STATE OF ILLINOIS)  
COUNTY OF COOK ) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ALEXANDER N HAJNE, JR and FRANK M. KONINGSNY, personally known to me to be one and the same persons 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 own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1<sup>ST</sup> day of March, 1994.

Martha J Hauck  
Notary Public

(SEAL)

OFFICIAL SEAL  
MARTHA J HAUCK  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES SEPT 21, 1997

NOTES

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