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NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is entered into as of the 16th day of March, 1994 by and between Anthony Geoulekas and Barbara J. Geoulekas, his wife, and Steve Geoulekas and Evangelia Geoulekas, his wife and Charter Bank and Trust of Illinois, not personally, but solely as Trustee under Trust Agreement dated November 16, 1987 and known as Trust No. 1271 (collectively the "Borrower") to and for the benefit of CHRYSLER FIRST BUSINESS CREDIT CORPORATION, a corporation organized under the laws of the State of Delaware ("Mortgagee").

RECITALS:

A. The Borrower is justly indebted to Mortgagee in the principal sum of THREE HUNDRED FIFTY EIGHT THOUSAND FOUR HUNDRED TWENTY SEVEN AND 23/100 DOLLARS (\$358,427.23) as evidenced by Promissory Note dated December 8, 1987, made by the Borrower and payable to the order of and delivered to Mortgagee ("Note").

B. The Note is secured, inter alia, by three Mortgages (collectively the "Mortgage") dated December 8, 1987 made by the Borrower in favor of Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 9, 1987 as Document Nos. 87650572 (which was rerecorded February 16, 1988 as Document No. 88064842), 87650571 and 87650570, and encumbering certain property (the "Property") located in Cook County, Illinois and legally described in Exhibit "A" attached hereto. The Mortgages have been amended by a Mortgage Modification Agreement dated January 29, 1993 made by the Borrower in favor of Mortgagee and recorded in the Office

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of the Recorder of Deeds of Cook County, Illinois as Document No. \_\_\_\_\_

C. The modifications of the Note and Mortgage are being made pursuant to a certain Loan Modification Agreement being executed and delivered by the Borrower to Mortgagee concurrently herewith, pursuant to which the Note is additionally secured by other loan documents (the "Loan Documents") as more particularly provided in said Loan Modification Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees as follows:

1. The Note and Mortgage are hereby amended as follows:

(a) Payment of principal and interest shall be due and payable in eleven (11) equal consecutive monthly installments of \$3,336.33 each, the first such installment being due and payable on April 15, 1994, and each subsequent installment being due and payable on the 15th day of each and every month thereafter, and a final payment of all accrued interest and unpaid principal shall be due and payable on March 15, 1996.

(b) Notwithstanding that the monthly payment of \$3,336.33 is based on an 11% fixed interest rate loan amortized over 300 months, beginning on the date of this Note and Mortgage Modification Agreement, the actual initial interest rate shall be 8% per annum. Interest shall accrue at a rate equal to the index (as hereinafter defined) from time to time in effect, plus four and one-half (4.5%) per annum until the entire principal balance is paid in full. The minimum rate of interest to be paid by Borrower to Lender is eight percent (8%) per annum. Interest shall be computed on the basis of a 360 day year. The monthly payment reflects payment of interest for the prior 30 day period as well as a Principal reduction based upon the original Amortization. All prepayment of Principal, at the option of the holder, shall be applied in inverse order of maturity.

(c) The interest rate shall be adjusted using the index rate announced the month prior to the month in which the third, sixth, ninth and twelfth monthly due dates fall, and on those same dates

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from time to time until the Note is paid in full. The interest rate will increase or decrease directly with any change in the index rate.

(d) The term "Index Rate" shall mean the monthly average of typical rates of certificates of deposit in the secondary market for six months as published each Friday in The Wall Street Journal-Eastern Edition in the month rounded up to the nearest one-quarter percent and shall be the index rate for the following calendar month. If The Wall Street Journal-Eastern Edition is not published on a Friday during the month, the rate as published on the most recent prior day will be used.

(e) Each adjustment of interest rate, if any adjustment shall be necessary shall be effective on the due date of the third, sixth, ninth and twelfth monthly payments and on these same dates from time to time (the "Change Date") until the Loan is paid in full. The interest rate shall be adjusted using the Index Rate in use 10 days prior to each Change Date and shall increase or decrease directly with any change in the Index Rate.

(f) Lender and Borrower hereby confirm that the maturity date under the Note dated December 8, 1987, be and hereby is extended to March 15, 1996.

(g) All real estate taxes for the properties legally described on Exhibit "A" are to be paid current on or before August 1, 1994. In the event Borrower fails to pay all real estate taxes outstanding by that date, said failure shall constitute a default under the Note.

2. Borrower covenants and agrees to perform all of its obligations under the Mortgage, Note and other Loan Documents, and agrees that any default thereunder shall be a default under the Mortgage.

3. Borrower hereby ratifies and confirms the Mortgage as hereby amended and the lien and security interest created thereby, and acknowledges that this modification of the Note and Mortgage does not extinguish the debt of the Borrower, and further it has no defenses or claims for set-off against the enforcement thereof by Mortgagee.

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4. This Agreement shall be binding on the Borrower and its successors and assigns.

5. Except as expressly provided herein, the Mortgage shall remain in full force and effect in accordance with its terms.

6. This Agreement is executed by Charter Bank and Trust of Illinois, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this Note and Mortgage Modification Agreement shall be construed as creating any personal liability on said Trustee.

IN WITNESS WHEREOF, this Mortgage Modification Agreement has been entered into as of the date first above written.

Anthony Geoulekas  
Anthony Geoulekas

Barbara J. Geoulekas  
Barbara J. Geoulekas

Steve Geoulekas  
Steve Geoulekas

Evangelia Geoulekas  
Evangelia Geoulekas  
CHARTER BANK AND TRUST, N.A. formerly  
Charter Bank of Illinois,  
A/T/U/T No. 1271,  
dated November 16, 1987

BY: Christina P. Ryan

Title: Trust Officer

Attest: Paul H. [Signature]

Title: Asst. Vice President

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COOK COUNTY, ILLINOIS  
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THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

Edwin H. Shapiro  
ROSENFLED, ROTENBERG, HAFRON & SHAPIRO  
7 W. Schaumburg Road  
Schaumburg, Illinois 60194  
312/351-8300

Parcel 1:  
Permanent Index No.: 02-26-103-012 and 02-26-103-013  
Commonly known as: 828 S. Hicks Rd., Palatine, Illinois

Parcel 2:  
Permanent Index No.: 03-33-409-009  
Commonly known as: 206 N. Kenilworth, Mt. Prospect, Illinois

Parcel 3:  
Permanent Index No.: 03-34-405-001  
Commonly known as: 223 N. Maple, Mt. Prospect, Illinois

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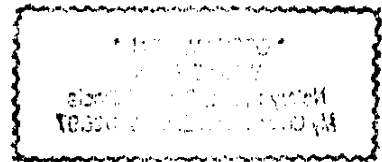
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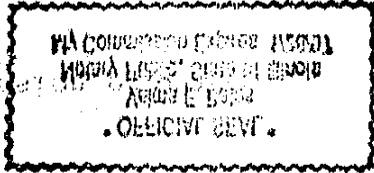
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IN SENATE, JANUARY 18, 1901.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, IN ANSWER TO A RESOLUTION PASSED BY THE SENATE, JANUARY 18, 1899.

ALBANY, N. Y., 1901.

COMMISSIONERS OF THE LAND OFFICE,  
STATE OF NEW YORK.

OFFICE OF THE COMMISSIONERS OF THE LAND OFFICE,  
STATE OF NEW YORK.

IN SENATE, JANUARY 18, 1901.

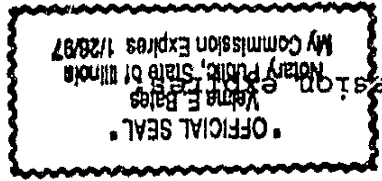
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, IN ANSWER TO A RESOLUTION PASSED BY THE SENATE, JANUARY 18, 1899.

COMMISSIONERS OF THE LAND OFFICE,  
STATE OF NEW YORK.

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CHARTER BANK AND TRUST, N.A. - 6 -  
NOW KNOWN AS

94323431



Notary Public

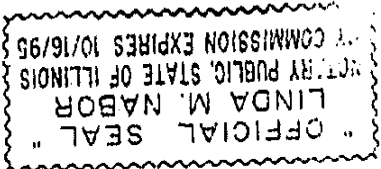
*William E. Bate*

March, 1994.

Given under my hand and official seal, this 28th day of

homestead. therein set forth, including the release and waiver of the right of instrument as their free and voluntary act, for the uses and purposes acknowledged that they signed and sealed and delivered the said foregoing instrument, appeared before me this day in person, and to me to be the same persons whose names are subscribed to the respectively, Charter Bank and Trust of Illinois, are personally known and Paul Christian, Asst. Vice President, and Christoph D. Piazzi, Trust Officer

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that



Notary Public

*Linda M. Nabor*

March, 1994.

Given under my hand and official seal, this 20 day of

of the right of homestead. uses and purposes therein set forth, including the release and waiver delivered the said instrument as their free and voluntary act, for the this day in person, and acknowledged that they signed and sealed and names are subscribed to the foregoing instrument, appeared before me his wife, are, personally known to me to be the same persons whose J. Geoulakas, his wife, and Steve Geoulakas and Evangelia Geoulakas, State aforesaid, DO HEREBY CERTIFY that Anthony Geoulakas and Barbara I, the undersigned, a Notary Public in and for said County in the

STATE OF ILLINOIS )  
COUNTY OF COOK )

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## EXHIBIT "A"

### PARCEL: 1:

The North 150 feet of the East 1/2 of Lot 1 in Block 9 in A. T. McIntosh and Company's Palatine Estates Unit Number 2 in the North 1/2 of the North West 1/4 of Section 26, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois except that part described as follows:

Commencing at the North East corner of Lot 1 in Block 9 in A. T. McIntosh and Company's Palatine Estates Unit Number 2; thence West along the North line of said Lot 1, a distance of 26.65 feet, to the West line of public highway dedicated by Plat recorded February 16, 1933 as Document 11200341 for the point of beginning; thence South along said West line of public highway 9.0 feet; thence North West on a straight line 14.2 feet, to a point on the North line of Lot 1 aforesaid, 11.0 feet West of the point of beginning; thence East along said North line 11.0 feet, to the point of beginning, all in Cook County, Illinois;

### ALSO

The East 1/2 of Lot 1 (except the North 150 feet as measured on the East line thereof), in Block 9 in A. T. McIntosh and Company's Palatine Estates Unit Number 2, in the North 1/2 of the North West 1/4 of Section 26, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 828 Hicks Road, Palatine, Illinois

### PARCEL 2:

Lot 3 in Dimuci's Resubdivision of Lots 1 through 6 in Block 1, together with the vacated alley therein and all of vacated Thayer Avenue in First Addition to Centralwood, in the South East 1/4 of Section 33, Township 42 North, Range 11 East of the Third Principal Meridian according to the Plat thereof recorded January 20, 1969 as Document 20733147 in Cook County, Illinois.

Commonly known as: 206 N. Kenilworth, Mt. Prospect, Illinois

### PARCEL 3:

Lot 13 in Laudermilk Villa, a Subdivision in the South East 1/4 of Section 34, Township 42 North, Range 11 East of the third Principal Meridian, in Cook County, Illinois.

Commonly known as: 223 N. Maple Street, Mt. Prospect, Illinois

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