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LOAN #1098595018-00-01

MODIFICATION AGREEMENT

THIS INDENTURE, made January 1, 1994, by and between THE FIRST NATIONAL BANK OF CHICAGO successor by merger to GARY-WHEATON BANK, NATIONAL ASSOCIATION (Lender), which is the owner of the Mortgage hereinafter described, and AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Successor Trustee to FIRST CHICAGO TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE FIRST NATIONAL BANK OF CHICAGO, as Successor Trustee to GARY-WHEATON BANK, NATIONAL ASSOCIATION, As Trustee under Trust Agreement dated December 19, 1989 and known as Trust Number 8271 (Mortgagor) who are the titleholders of the real estate hereinafter and in said Mortgage described, WITNESSETH:

1. The parties hereby agree to modify the terms of repayment of the indebtedness evidenced by the Note for ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) dated June 19, 1991 which is secured by the Mortgage of even date herein referred to and recorded on July 12, 1991 in the Recorder's Office of Cook County, Illinois, as Document No. 91348137 and subsequent Modification Agreement dated September 1, 1992 recorded on September 28, 1992 in the Recorder's Office of Cook County, Illinois, as Document No. 92718584, under which the Mortgagor mortgages to THE FIRST NATIONAL BANK OF CHICAGO, successor by merger to GARY-WHEATON BANK, NATIONAL ASSOCIATION, certain real estate situated in the County of Cook, State of Illinois, described as follows:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18 AND 19 IN BLOCK 12 IN ELMORE'S OAK PARK AVENUE ESTATES, BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF DRAINAGE DITCH CONVEYED BY DOCUMENT 377150), IN COOK COUNTY, ILLINOIS.

P.I.N.: 28-30-115-016-0000, 28-30-115-019-0000
28-30-115-017-0000, 28-30-115-030-0000
28-30-115-029-0000, 28-30-115-025-0000
28-30-115-024-0000, 28-30-115-023-0000
28-30-115-022-0000, 28-30-115-021-0000
28-30-115-020-0000, 28-30-115-018-0000

COMMON ADDRESS: 17010-40 and 17054-60 Oak Park Avenue
Tinley Park, Illinois

2. Current principal amount remaining unpaid on the indebtedness is ONE MILLION ONE HUNDRED SIXTY-EIGHT THOUSAND SIX HUNDRED FIFTY-NINE AND 08/100 (\$1,168,659.08) DOLLARS.

3. Said Note shall be amended to provide that, commencing on January 1, 1994, interest shall accrue at the rate of three quarters of one percent (3/4%) ^{adjusting on the first day of each month} above the Corporate Base Rate then most recently announced at The First National Bank of Chicago (FNBC). The Corporate Base Rate is a base rate which may or may not be the lowest rate charged on loans by FNBC. If, for any reason, a Corporate Base Rate is not available from FNBC, Lender may substitute a similar short-term rate or index thereof and a relationship thereto that would have given Lender the same average yield as that yield in the last quarter in which one of the two Reference Rates were available. The balance of principal remaining from time to time unpaid, and shall be paid in installments as follows:

** RE-RECORDED TO CORRECT SCRIBNER'S ERRORS **

① J. 9402577

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COOK COUNTY, ILLINOIS
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Beginning February 1, 1994 principal payments of \$2,144.00 plus accrued interest will be due and on the first day of every month thereafter until June 1, 2000, which is the maturity date. All such payments on account of the indebtedness evidenced by said Note shall first be applied to interest on the unpaid balance and the remainder to principal.

During the life of the loan, and with the payment of a conversion fee equal to 1/2% of the then outstanding principal balance, Borrower shall have the option to convert the aforesaid Corporate Base Rate function to a Fixed Rate adjustable instrument subject to the terms set forth hereinbelow. If Borrower exercises the option to convert to a Fixed Rate, Borrower shall not be permitted any option to convert again and return to a Floating Rate. In no event shall the fixed rate period extend beyond the maturity date of the loan. If Borrower exercises such interest rate conversion option the Effective Interest Rate will become the Fixed Rate hereinbelow defined.

If Borrower exercises its option to convert to the interest rate calculation from a Corporate Base Rate adjusted monthly to either a three (3) year or five (5) year fixed rate adjustable instrument, the effective interest rate hereunder shall be as follows:

THREE YEAR FIXED OPTION: The interest rate will be 300 basis points over the average yield to maturity of the 3 year U.S. Treasury Note most recently issued in the 3 months prior to this rate conversion date. The interest rate shall be set 45 days prior to its effective date. If applicable, effective as the first (1st) day of the fourth (4th) following this fixed rate option, the interest rate shall be readjusted. The readjusted interest rate shall be three hundred (300) basis points over the average yield to maturity of the U.S. Treasury Note most recently issued in the three (3) months prior to the readjustment date with a maturity of 30 to 48 months at issuance. If no such U.S. Treasury Note has been issued, the Lender may select a U.S. Note or U.S. Bond with a maturity within 90 days of the foregoing interest readjustment date(s) or maturity, as the case may be, and use the average yield to maturity of such Note or Bond as a benchmark to which shall be added three hundred (300) basis points. Notes or Bonds with unusual terms, such as floating rates or so-called "flower bonds" are not generally sold domestically, shall be excluded as a basis.

Monthly payment of principal and interest based on the established interest rate and the remaining term of an initial 22 year and 5 month amortization schedule will be due, in arrears, on the first (1st) day of each month continuing through and including the thirty-sixth (36th) month. The monthly principal and interest payment shall be recomputed upon each interest adjustment date based upon the new effective interest rate, the then existing principal balance and the remaining number of years from the original twenty-two (22) year and 5 month amortization schedule. On June 1, 2000, the entire unpaid principal balance and any unpaid interest and late charges shall be due and payable in full.

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FIVE YEAR FIXED OPTION: The interest rate will be 300 basis points over the average yield to maturity of the 5 year U.S. Treasury Note most recently issued in the 3 months prior to this rate conversion date. The interest rate shall be set 45 days prior to its effective date. If applicable, effective as the first (1st) day of the sixth (6th) year following this fixed rate option, the interest rate shall be readjusted. The readjusted interest rate shall be three hundred (300) basis points over the average yield to maturity of the U.S. Treasury Note most recently issued in the three (3) months prior to the readjustment date with a maturity of 50 to 70 months at issuance. If no such U.S. Treasury Note has been issued, the Lender may select a U.S. Note or U.S. Bond with a maturity within 90 days of the foregoing interest readjustment date(s) or maturity, as the case may be, and use the average yield to maturity of such Note or Bond as a benchmark to which shall be added three hundred (300) basis points. Notes or Bonds with unusual terms, such as floating rates or so-called "flower bonds" are not generally sold domestically, shall be excluded as a basis.

Monthly payments of principal and interest based on the established interest rate and the remaining term of an initial 22 year and 5 month amortization schedule will be due, in arrears, on the first (1st) day of each month continuing through and including the sixtieth (60th) month. The monthly principal and interest payment shall be recomputed upon each interest adjustment date based upon the new effective interest rate, the then existing principal balance and the remaining number of years from the original 22 year and 5 month amortization schedule. On June 1, 2000, the entire unpaid principal balance and any unpaid interest and late charges shall be due and payable in full.

This loan is payable in full on June 1, 2000, which is the maturity date. At maturity, 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, which may be the Bank you have this loan with willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain refinancing from the same Bank.

4. Borrower has the right to prepay the debt without penalty anytime during the floating rate period. If the Borrower elects to fix the interest rate, a prepayment penalty shall be in effect in the following manner:

For Each 3 Year Fixed Rate Period: 3% of the outstanding principal balance during the first (1st) year; 2% of the outstanding principal balance during the second (2nd) year; and 1% of the outstanding principal balance during the third (3rd) year except for the last 45 days.

For Each 5 Year Fixed Rate Period: 5% of the outstanding principal balance during the first (1st) year; 4% of the outstanding principal balance during the second (2nd) year; 3% of the outstanding principal balance during the third (3rd) year; 2% of the outstanding principal balance during the fourth (4th) year; and 1% of the outstanding principal balance during the fifth (5th) year except for the last 45 days.

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5. Notwithstanding anything to the contrary in said Note, if any part of said unpaid principal amount or interest thereon be not paid as herein provided, or if default in the performance of any other covenant of the Mortgage shall occur, the entire principal sum remaining unpaid together with the then accrued interest shall, without notice, at the option of the holder of said Note become and be due and payable, in the same manner as if said modification had not been granted.

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6. From and after the date hereof, Mortgagor shall furnish to Lender within ninety (90) days following the end of each fiscal year of Mortgagor, for so long as said Note shall not have been repaid in full, its financial statements and federal and state income tax returns for such fiscal year and such other financial information as Lender may request, all in form and substance satisfactory to Lender. In addition to such financial statements and tax returns, Mortgagor shall deliver to Lender a rent roll prepared as of the last day of such fiscal year and copies of any and all new leases and modifications and amendments to existing leases entered into during such fiscal year. All rent rolls, financial statements, new leases, and modifications and amendments to existing leases shall be certified by Mortgagor as being true, correct and complete. If Mortgagor is an Illinois land trust, then the financial statements, tax returns and other financial information furnished by Mortgagor shall pertain to the beneficiary of Mortgagor and the certification thereof shall be given by the beneficiary of Mortgagor. Mortgagor's failure to comply with the provisions of this Paragraph shall constitute a default under said Mortgage.

7. This Agreement is supplementary to said Mortgage and to the Assignment of Leases Rents dated June 19, 1991 and recorded as Document Number 91348138. Except as provided herein, all the provisions thereof and of the Note including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Note shall remain in full force and effect.

This Modification Agreement is executed by American National Bank & Trust Company of Chicago, as Successor Trustee to First Chicago Trust Company of Illinois, as Successor Trustee to The First National Bank of Chicago, as Successor Trustee to Gary-Wheaton Bank, National Association, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Mortgage or in said Note contained shall be construed as creating any liability on American National Bank & Trust Company of Chicago, as Successor Trustee to First Chicago Trust Company of Illinois, as Successor Trustee to The First National Bank of Chicago, as Successor Trustee to Gary-Wheaton Bank, National Association personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing thereafter or hereunder, or to perform any agreement or covenant either expressed or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as American National Bank & Trust Company of Chicago, as Successor Trustee to First Chicago Trust Company of Illinois, as Successor Trustee to The First National Bank of Chicago, as Successor Trustee to Gary-Wheaton Bank, National Association personally is concerned, the Assignee hereunder or the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents assigned under above mentioned Assignment of Leases and Rents for the payment thereof, by said Mortgage created, in the manner herein and in said Mortgage and Note provided.

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Mortgagor, American National Bank & Trust Company of Chicago, as Successor Trustee to First Chicago Trust Company of Illinois, as Successor Trustee to The First National Bank of Chicago, as Successor Trustee to Gary-Wheaton Bank, National Association has advised Lender that the proceeds of the loan secured by the Mortgage hereinabove referred to were originally used for the purposes specified in Subsection (1)(c) Section 6404 Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured thereby constitutes a business loan which comes within the purview of said paragraph.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture on the day and year first above written.

LENDER:

THE FIRST NATIONAL BANK OF CHICAGO, successor by merger to Gary-Wheaton Bank, National Association

By: [Signature]

Title: [Signature]

By: Delroy E. Fabrik

Title: Vice President

MORTGAGOR:

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Successor Trustee to First Chicago Trust Company of Illinois, as Successor Trustee to The First National Bank of Chicago, as Successor Trustee to Gary-Wheaton Bank, National Association, NOT PERSONALLY, BUT AS TRUSTEE AS AFORESAID

By: [Signature]

Its: Trust Officer

By: [Signature]

Its: 15

GUARANTORS:

Babcock & Company, an Illinois Partnership

By: [Signature]
Lynn D. Babcock, Partner

By: [Signature]
Craig G. Babcock, Partner

By: [Signature]
Lynn D. Babcock, Individually

By: [Signature]
Craig D. Babcock, Individually

This agreement is signed by FIRST CHICAGO TRUST COMPANY of ILLINOIS, not personally but solely as Trustee under a certain Trust Agreement, hereby made a part hereof and any other instrument which may be hereafter made in the signing of this agreement, and in any out of any trust property, and the performance of any of the terms and conditions of any agreement with respect thereto. Any and all personal liability of FIRST CHICAGO TRUST COMPANY of ILLINOIS is hereby expressly waived by the parties hereto and their respective successors or assigns.

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STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, Susan G. Ter Bush, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael F. Moone, Vice President of The First National Bank of Chicago, successor by merger to Gary-Wheaton Bank, National Association, and Deborah E. Patrick, Vice President of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments such Vice President, and Vice President appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as the free and voluntary act of said Bank, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of February, 1994.

Susan G. Ter Bush
Notary Public
Susan G. Ter Bush

My Commission Expires: _____



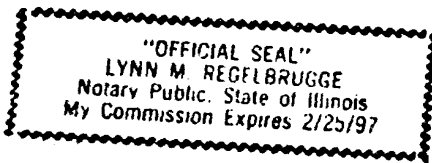
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, ~~the undersigned~~ Michael F. Moone, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael F. Moone Vice President of American National Bank & Trust Company of Chicago, as Successor Trustee to First Chicago Trust Company of Illinois, as Successor Trustee to The First National Bank of Chicago, as Successor Trustee to Gary-Wheaton Bank, National Association and Deborah E. Patrick of said Trust, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments such Michael F. Moone, and Deborah E. Patrick appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as the free and voluntary act of said Bank, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of February, 1994.

Lynn M. Regelbrugge
Notary Public

My Commission Expires: _____



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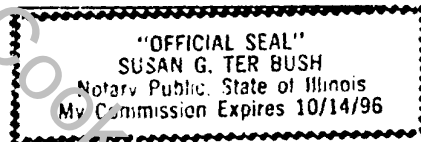
STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, Susan G. Ter Bush, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Craig G. Babcock 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.

GIVEN under my hand and Notarial Seal this 4th day of February, 19 94.

Susan G. Ter Bush
Notary Public
Susan G. Ter Bush

My Commission Expires:



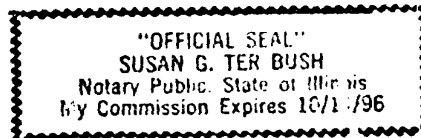
STATE OF Illinois)
)SS
COUNTY OF DuPage)

I, Susan G. Ter Bush, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lynn D. Babcock 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.

GIVEN under my hand and Notarial Seal this 4th day of February, 19 94.

Susan G. Ter Bush
Notary Public
Susan G. Ter Bush

My Commission Expires:



This document prepared by
and to be delivered to:

Michael F. Moone
THE FIRST NATIONAL BANK
OF CHICAGO
120 E. Wesley Street
Suite #2029
Wheaton, IL 60187

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