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M.A.
7558627

MODIFICATION TO MORTGAGE AND NOTE

7558627 OF (mc) 2023

This Modification to Mortgage and Note entered into this Twentieth day of June, 1995, by and between S. Barczi Builders, Inc., Scott A. Barczi, and Bank One Chicago, N.A. a/t/u/t # 10687 ("Borrower") and LASALLE BANK WESTMONT, ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Borrower made, executed and delivered that certain Note dated May 15, 1995, in the principal amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) which Note is secured by a Mortgage and Assignment of Rents both dated May 15, 1995, and

WHEREAS, the principal amount of \$150,000.00 remains unpaid on the Note as of the date hereof; and

WHEREAS, Borrower has requested Mortgagee to extend the maturity date of the loan ("Loan") evidenced by the Note; and

WHEREAS, Borrower has requested and Mortgagee has agreed to modify the Mortgage and Note to extend the maturity date of the Note on the terms and conditions set forth herein; and

WHEREAS, Borrower recognizes and affirms that the lien of the aforesaid Mortgage held by Mortgagee is a valid and existing lien on the real property located in Cook County, State of Illinois, legally described in Schedule "A" attached hereto and incorporated by reference herein ("Premises").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. The foregoing recitals are incorporated by this reference as if fully set forth herein.

2. Borrower hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Mortgage and Note to be performed by Borrower therein at such time and in such manner in all respects as provided therein and to be bound by all the terms and provisions of said Mortgage and Note as modified hereby.

3. The Mortgage and Note shall be modified to provide as follows:

31.00
28.00
59.00

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BOX 333-CT1

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RECORD

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DEPT-01 RECORDING \$31.00
Y60012 TRAN 5052 07/06/99 13:55:00
57143 JET 8-95-437448
COOK COUNTY RECORDER
DEPT-10 PENALTY \$28.00

11 2 3 4

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- (a) The "Principal" (as defined in the Note) as of the effective date hereof is increased to \$234,500.00;
- (b) The applicable yearly rate of interest shall be Prime + .25% floating daily;
- (c) The Maturity Date (as such term is defined in the Note) shall be December 1, 1995; and
- (d) The monthly interest payment amount shall be due and payable on the 1st day of each month commencing August 1, 1995, with a final payment of all principal plus accrued interest due on the Maturity Date.

4. Borrower agrees that all references in the Note to the "Mortgage" or "Security Instrument" shall be deemed to be references to the Mortgage as modified hereby, and Borrower further agrees, recognizes and affirms that the Mortgage is hereby supplemented and modified to secure the Note as modified hereby.

5. Borrower agrees that all references in the Mortgage to the "Note" shall be deemed to be references to the Note as modified hereby.

6. Except as herein modified, the terms and covenants of the Mortgage and Note shall remain in full force and effect.

7. Borrower represents and warrants to Mortgagee that there are no mortgages or subsequent liens presently outstanding against the Premises other than the aforementioned Mortgage.

8. The Premises shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and nothing done pursuant hereto shall affect or hinder the conveyance affected by the Mortgage except as expressly provided herein, provided, further, that the parties hereto expressly agree that the lien of the Mortgage is a valid and existing lien on the Premises, and execute this Agreement on the express condition that the execution of this Modification to Mortgage and Note will not impair the lien of said Mortgage, and that upon a breach of said condition, that this Agreement will not take effect and shall be void.

9. The original signed copy of this Modification to Mortgage and Note shall be duly recorded in the Office of the Recorder of Deeds, Cook County, Illinois. This Supplement and Modification to Mortgage and Note, together with the original Mortgage and Note, shall constitute the terms and conditions of the Mortgage and the Note and shall be binding upon Borrower and its successors and assigns.

10. This Modification and the terms contained herein shall become effective on June 20, 1995.

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2025-01-14 10:00 AM

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11. Borrower hereby agrees to pay Mortgagee a fee for procurement of a title report showing any and all recorded liens against the Premises.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

BORROWER(S): Bank One, Chicago, N.A. a/t/u/t #10687

X

Bank One as Trustee

RIDER ATTACHED HERETO IS HEREBY EXPRESSLY MADE A PART HEREOF.

S. Barczi Builders, Inc.

X

Scott A. Barczi

Scott A. Barczi

LASALLE BANK WESTMONT

X

By: Michael A. Sykes
Its: Vice President

THIS DOCUMENT PREPARED BY AND SHOULD BE RETURNED TO:
LaSalle Bank Westmont
139 North Cass Avenue
Westmont, Illinois 60559
Attn: Michael A. Sykes, Vice President

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11/11/2014

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Property of Cook County Clerk's Office

10/10/2014

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SCHEDULE A

Legal Description:

Lot 1 in Laurel Hill Phase II, being a subdivision of part of the northwest 1/4 of section 29, township 36 north, range 12 east of the third principal meridian, in Cook County, IL.

P.I.N.:

27-29-106-005-0000

Common Address:

Lot 1 Laurel Hills

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It is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that all of the representations, covenants, undertakings, warranties, indemnities, and agreements herein made on the part of the Trustee while in form purporting to be on the part of said Trustee are nevertheless made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are intended for the purpose of binding only the trust property, described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against BANK ONE, CHICAGO, NA under said Trust Agreement, on account of this instrument or on account of any representations, covenants, undertakings, warranties, indemnities or agreements of said Trustee in this instrument, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties to this instrument and by all parties claiming by, through, or under them.

Bank One, Chicago, NA

not personally, but as Trustee under Trust No. 10667

Attest:

Shana Grim
PRO SECRETARY

By:

[Signature]
AVP - LAND TRUST OFFICER

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to this document are personally known to me to be duly authorized officers of Bank One, Chicago, NA and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing as duly authorized officers of said Corporation and caused the Corporate Seal to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 20TH day of JUNE 19 95 .



[Signature]
Notary Public

My Commission expires 1-24-98.

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