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Second Loan Modification Agreement

. DEPT-01 RECORDING \$35.50
. T#6666 TRAN 7878 08/02/95 15:52:00
. #3194 LC *-95-509501
. COOK COUNTY RECORDER

The Above Space for Recorder's Use Only

This Second Loan Modification Agreement ("Agreement") is made and entered into as of the 30th day of June, 1995 by and between AMERICAN NATIONAL BANK TRUST COMPANY OF CHICAGO, not individually, but solely as Trustee under Trust Agreement dated May 10, 1990 and known as Trust No. 111980-09 ("Borrower"), ANNE M. CURRAN ("Pledgor") and LA SALLE NATIONAL BANK OF CHICAGO, not individually, but as Trustee under Self-Directed Individual Retirement Account of Arnold J. Willis ("Lender").

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PIN: 13-20-702-004

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1/1/2017

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RECITALS

WHEREAS, Borrower is the owner of the real estate commonly known as 5737 West Irving Park Road, Chicago, Illinois and legally described on Exhibit "A" attached hereto (the "Premises"); and

WHEREAS, Lender has heretofore made a loan to Borrower in the stated principal sum of \$100,000.00 (the "Loan"). The Loan is evidenced and secured in part, among other things, by the following instruments, each of which is dated June 1, 1990 unless otherwise stated:

- a. Promissory Note (the "Note");
- b. Mortgage recorded as document No. 90263290 in the Office of the Recorded of Deeds of Cook county, Illinois on June 5, 1990 creating a first mortgage lien upon the Premises;
- c. Assignment of Rents and Leases recorded as Document No. 90263291 in the Office of the Recorder of Deeds of Cook County, Illinois on June 5, 1990 (the "Assignment of Rents");
- d. Guaranty made by Pledgor;
- e. Loan Modification Agreement dated May 2, 1991;

WHEREAS, for purposes of convenience, all documents which evidence and secure the Loan are sometimes hereinafter referred to as the "Loan Documents" unless a specific reference to a document is required; and

WHEREAS, the Loan Documents provided that the maturity date of the loan was on July 1, 1995; and

WHEREAS, the above parties desire to extend the maturity date of the loan until July 1, 1998, subject to the terms, provisions, conditions and agreements set forth herein.

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AGREEMENT

NOW, THEREFORE, for valuable consideration hereinafter provided, it is agreed as follows:

1. The foregoing recitals are incorporated herein by reference as fully and with the same force and effect as being the agreements and understandings of the parties as fully and with the same force and effect as if each and every term, provisions and condition thereof was specifically recited herein at length.

2. The Promissory Note is hereby modified as follows:

a. Paragraph 1(h) is modified to read as follows: "Maturity Date" shall mean July 1, 1998;

b. Paragraph 1(j) is modified to read as follows: "Monthly Amortizing Payment" shall mean \$1,207.38 from the inception of the loan until June 1, 1995, and shall mean \$809.55 from July 1, 1995 and thereafter.

c. Paragraph 11(d) is modified to read as follows: Prepayment of the outstanding principal balance hereof may be made in whole or in part after July 1, 1995 but on or before July 1, 1996 provided that any such prepayment shall be subject to and accompanied by a premium of three percent (3%) of the principal amount being prepaid. After July 1, 1996 prepayment of the outstanding principal balance hereof may be made in whole or in part without premium.

3. The mortgage is hereby modified as follows:

a. The date appearing on the first page of the mortgage, "July 1, 1995" is deleted and replaced with "July 1, 1998."

4. No payment hereunder shall operate to defer or reduce the Monthly Payments provided for in the Note, and each and every scheduled Monthly Payment shall continue to be calculated as if no partial payment had been made hereunder except as such principal reduction may affect the allocation of the amount of principal and interest portions of each Monthly Payment.

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5. In the event that by virtue of any of the terms, conditions and provisions of this Agreement of the transaction contemplated by Borrower and Pledgor, a lien or other property interest in the Premises otherwise junior in priority to the lien created by the Loan Documents shall gain superiority of the lien created by the Loan Documents, this Agreement shall, nunc pro tunc, be null and void without further action of the parties to the fullest extent as if it had never been executed, to the end that the priority of the Loan Documents shall not be impaired.

6. The Loan Documents, as modified hereby, are ratified, confirmed and approved and, as such, shall be and shall remain in full force and effect.

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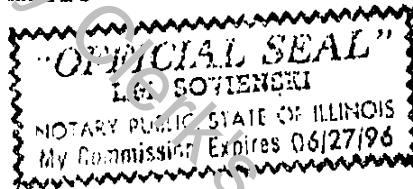
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named P. JOHANSEN and J. WHELAN of AMERICAN NATIONAL BANK AND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 2ND VP and ASST SECRETARY, 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 and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said ASST SECRETARY then and there acknowledged that said ASST SECRETARY, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said TRUSTEE'S own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes set forth therein.

Given under my hand and official seal, this 27th day of July, 1995. Commission expires: _____

L. M. Sorensen
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Anne M. Curran 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of July, 1995. Commission expires: 01.13.99

Guy G. Macino
Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named Trust W. and David W. Mandula of LA SALLE NATIONAL BANK OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such TRUST OFFICER and _____, 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 and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said DAVID W. MANDULA then and there acknowledged that said DAVID W. MANDULA, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said DAVID W. MANDULA own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes set forth therein.

Given under my hand and official seal, this 30 day of _____

June, 1995. Commission expires: _____

Celia D. Smith
Notary Public

"OFFICIAL SEAL"
Celia D. Smith
Notary Public, State of Illinois
My Commission Expires April 6, 1997

Clerk's Office

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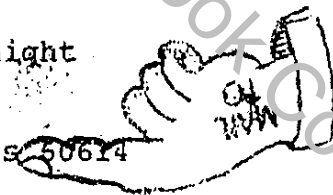
EXHIBIT "A"
LEGAL DESCRIPTION FOR THE PROPERTY
COMMONLY KNOWN AS
5737 WEST IRVING PARK, CHICAGO, ILLINOIS

LOT 15 IN BLOCK 8 IN MARTIN LUTHER COLLEGE SUBDIVISION OF THE
NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PIN: 15-20-202-004

This Document Prepared By:
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