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SECOND LOAN MODIFICATION AGREEMENT 95568515

75-69-298-DZ LNH
2 of 6

This Agreement made this 30th day of June, 1995 by and between Cosmopolitan Bank and Trust not personally but solely as trustee U/T/A, dated June 8, 1994, A/K/A Trust No. 30134, American National Bank and Trust Company of Chicago successor Trustee to First Chicago Bank of Ravenswood, not personally but solely as trustee u/t/a dated February 27, 1990 a/k/a Trust No. 25-10612, Andy Roman, Jr., Jaime Rodriguez, Filemon Rodriguez, Sergio Rodriguez, Juana Cajigas and 2100 North Corp., Inc. ("Mortgagor and Borrowers") and Cosmopolitan Bank & Trust, 801 North Clark St., Chicago, IL. ("Mortgagee and The Bank").

WITNESSETH:

. DEPT-01 RECORDING \$31.00
. 140012 TRAN 6111 08/28/95 10:04:00
. #8311 + JM *-95-568515
. COOK COUNTY RECORDER

WHEREAS, Borrowers have heretofore made, executed and delivered the following:

- A. Construction Note dated September 8, 1994 in the original sum of **Four Hundred Forty Five Thousand and No/100 (\$445,000.00)** made by Mortgagor to Mortgagee ("Construction Note").
- B. Construction Loan Agreement of even date by and between Borrowers and The Bank.
- C. Construction Mortgage Assignment of Leases and Rents and Security Agreement of even date with and securing the Construction Note executed, acknowledged and delivered by Mortgagor to Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois September 23, 1994 as Document No. 94-830872 ("Mortgage"), encumbering 2100 W. North Ave., Chicago, IL.
- D. Assignment of Leases Rents and Profits of even date covering 2100 W. North Ave., Chicago, Illinois, recorded September 23rd, 1994 with the Cook County, Illinois Recorder of Deeds as Document No. 94-830873. (Assignment of Rents).

Whereas, said Mortgage and Assignment of Rents constitute a first lien upon certain real property situated in Chicago, Illinois and legally described on Exhibit "A" attached hereto and expressly made a part hereof.

- E. Second Mortgage Assignment of Leases and Rents and Security Agreement of even date with and securing the Construction Note, executed, acknowledged and delivered by Mortgagor to Mortgagee and recorded in the office of the Cook County, Illinois Recorder of Deeds September 23, 1994 as Document No. 94-830875. (Second Mortgage)
- F. Assignment of Leases, Rents and Profits of even date with and securing the Construction Note, executed, acknowledged and delivered by Mortgagor to Mortgagee recorded in the office of the Cook County, Illinois Recorder of Deeds September 23, 1994 as Document No. 94-830877 ("Assignment of Rents")

MAIL AND RETURN TO: COSMOPOLITAN BANK AND TRUST
801 N. CLARK
CHGO. IL. 60610

3/02
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BOX 333-071

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Whereas, said Second Mortgage and Assignment of Rents constitute a second lien upon certain real property situated in Chicago, Illinois and legally described on Exhibit "A" attached hereto and expressly made a part hereof.

G. Second Mortgage and Security Agreement of even date with and securing the Construction Note, executed and, acknowledged and delivered by Mortgagor to Mortgagee and Recorded in the office of the Cook County, Illinois, Recorder of Deeds September 23, 1995 as Document No. 94-830876 (Second Mortgage)

H. Loan Modification Agreement dated the 22nd day of March 1995 by and between Mortgagor and Mortgagee and recorded in the office of the Recorder of Deeds of Cook County Illinois as Document No. ~~95568514~~

Whereas, said Second Mortgage constitutes a second lien upon certain real property situated in Chicago, Illinois, and legally described on Exhibit "A" attached hereto and expressly made a part hereof.

All of the above documents described in paragraphs A through G may hereinafter be referred to as the "Collateral Documents".

WHEREAS, on the date Mortgagee executes this Agreement, Mortgagee is the owner and holder of record of the "Collateral Documents"; and

WHEREAS, on the date Mortgagor executes this Agreement, Mortgagor continues to be the owner of the premises described above and acknowledges said Mortgage is valid and subsisting first lien securing an indebtedness in the principal sum of Four Hundred Forty Five Thousand And No/100 Dollars (\$445,000.00) with interest thereon as set forth in the Construction Note all in accordance with the terms, covenants, conditions and warranties of said Collateral Documents, and that there are no defenses or offsets to said Collateral Documents and that all of the other provisions thereof are in full force and effect; and

WHEREAS, the parties hereto desire to modify and amend the Construction Note.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. All of the foregoing recitals are hereby incorporated into this Agreement and made a part hereof.
2. The Construction Note is AMENDED as follows:
 - A. Maturity date of the Construction Note is hereby extended to January 1st, 2000.
 - B. The Rate on the Note shall be fixed at 9.00% per annum.
 - C. The monthly principal and interest payments shall be \$4,003.78 beginning on August 1st, 1995 and on the 1st of each month thereafter until the maturity of the loan.

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D. Any payment received 15 days after the due date shall incur a 5% penalty of the scheduled payment amount.

E. Interest on the Construction Note shall be calculated on a 30/360 day calendar year.

3. Except as herein expressly modified, all of the terms, covenants, conditions and warranties of the Construction Note and Collateral Documents shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Loan Modification Agreement on the date first above written.

MORTGAGEE:

COSMOPOLITAN BANK AND TRUST

By: [Signature]
Vice President

ATTEST: Matthew Kirchner

MORTGAGOR:

2100 North Corp., Inc.

Cosmopolitan Bank and Trust not personally but solely as Trustee u/t/a dated June 8, 1994 a/k/a Trust No. 3013

By: [Signature]

By: For signatures and exculpatory provisions, see rider hereto attached which is expressly incorporated herein and made a part hereof.

[Signature]
Andy Roman, Jr.

[Signature]
Jaime Rodriguez

American National Bank and Trust Company of Chicago Successor Trustee to First Chicago Bank of Ravenswood, not personally but solely as Trustee u/t/a dated February 27, 1990 a/k/a Trust No. 25-10612

[Signature]
Filemon Rodriguez

[Signature]
Sergio Rodriguez

By: The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and made a part hereof.

[Signature]
Juana Cajias

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EXHIBIT A

LOTS 67 AND 68 IN JOHNSON'S ADDITION TO CHICAGO, A SUBDIVISION OF PARTS OF LOTS 3 5 AND 6 IN ASSESSOR'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 31, TOWNSHIP 40 NORTH RANGE 14, EAST OF LEAVITT STREET, IN COOK COUNTY, ILLINOIS

2100 W. North Ave., Chicago

PIN 14-31-331-017-0000

EXHIBIT A

LOT 29 IN BLOCK 3 IN PICKETT'S SECOND ADDITION TO CHICAGO IN SECTION 6, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

1507 N. Milwaukee Ave., Chicago

PIN 17-06-200-022-0000

EXHIBIT A

LOT 79 IN LAND COMPANY'S SUBDIVISION IN BLOCK 41 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

1910 W. Dickens, Chicago

PIN 14-31-209-032

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2025-01-01 10:00:00

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Officers, and its corporate seal to be hereunto affixed the day and year first above written.

95568515



AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee, as aforesaid, and not personally.

By *[Signature]*

STATE OF ILLINOIS
COUNTY OF COOK }

I, ANNETTE G. FLOOD

Michael Wang

a Notary Public in and for said County, in the state aforesaid, do hereby certify an officer of American National Bank and Trust Company of Chicago 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 said officer of said association signed and delivered this instrument as a free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and seal this

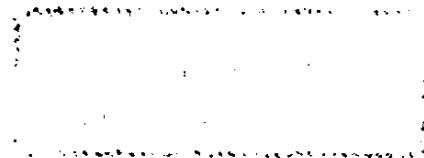
day of AUG 22 1995



[Signature]
NOTARY PUBLIC

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2025-01-14

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