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MODIFICATION AGREEMENT

(Mortgage)

95649731

DEPT-01 RECORDING \$29.50
 T#0001 TRAN 9860 09/26/95 09:03:00
 #3353 JM *-95-649731
 COOK COUNTY RECORDER
 DEPT-10 PENALTY \$26.00

51063180 C/E

This Modification Agreement, is effective as of August 15, 1995, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, hereinafter referred to as "Lender", and the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of Trust agreement dated September 24, 1971, and known as Trust Number 76184, hereinafter referred to as "Borrower".

WITNESSETH

WHEREAS, on July 24, 1985, Borrower executed in favor of Lender, a Mortgage (the "Mortgage") subsequently recorded on August 5, 1985 in Cook County, Illinois, as Document No. 85132815, concerning real estate, legally described hereto as Exhibit A and incorporated herein. The Mortgage was given by Borrower to secure payment to Lender of a Note dated June 24, 1985, in the principal sum of FIVE HUNDRED SEVENTY-THOUSAND FIVE HUNDRED AND 00/100 (\$570,000.00) DOLLARS (the "Original Note"). Whereas, the original Mortgage has been amended according to the Amendment and Restatement To Mortgage Note dated November 14, 1985, July 15, 1991, October 25, 1993 and April 15, 1994. (The Mortgage and all amendments are hereinafter referred to as "Mortgage".)

WHEREAS, the Original Note is due and payable on August 15, 1995.

WHEREAS, Borrower has executed a new Note dated as of August 15, 1995 in the principal sum of One Hundred Fifty Seven Thousand Four Hundred Twenty Five and 77/100 DOLLARS (\$157,425.77). This Note along with the Original Note are collectively referred to hereinafter as the "Note", with such other amendments, modifications, renewals, or replacements thereof.

WHEREAS, the Mortgage securing the Note is a valid and subsisting lien on the premises described in the Mortgage for the principal sum of \$570,000.00.

WHEREAS, the parties hereto have agreed upon a modification of the terms and conditions of the Mortgage as herein set forth.

Now therefore, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually promise and agree as follows:

1. The principal balance outstanding as of August 15, 1995 is \$157,425.77.
2. The per annum interest rate on the Note will be nine percent (9%) per annum.

Box 9.1

95649731

2950
 2600 pm

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The parties hereto further mutually agree that all provisions, stipulations, powers and covenants in the Note and in the Mortgage contained, except as modified by this Modification Agreement, shall stand and remain unchanged and in full force and effect for and during said extended period, except only as specifically varied or amended above; and further that in the event of a failure to pay the same principal sum as herein provided, or to keep, fulfill or perform any or all of the covenants and agreements contained in the Mortgage, then the whole of said principal sum shall, at the election of the holder of the Note, become at once, without notice, due and payable and may be collected together with all accrued interest and collection costs thereon, in the same manner as if this modification had not been granted, anything hereinbefore to the contrary notwithstanding.

It is expressly understood and agreed by and between the parties hereto that the covenants and agreements herein contained shall bind, and inure to the benefit of the respective heirs, executors, administrators, legal representatives and assigns of the said parties hereto.

In witness whereof, the parties hereto have signed, sealed and delivered this Modification Agreement as of the date first written above.

"Lender" *Prepared by*
AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

Attest:

By: *[Signature]*
Vice President

By: *[Signature]*
Officer

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 Trustee. It is expressly understood and agreed that the warranties, indemnities, representations, covenants, conditions and agreements herein contained on the part of the Trustee are undertaken by it in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or for it at any time by asset seizure or otherwise against the Trustee on account of any agreement, warranty, representation, covenant, undertaking or agreement of the Trustee in this instrument.

"Borrower"
AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO
not personally, but solely as
Trustee under Trust No. 76184

Attest:
By: *[Signature]*
Assistant Secretary

By: *[Signature]*
Vice President

Paris A. Partee, as guarantor of the Construction Loan as identified in the Loan documents hereby agrees and consents to this Modification Agreement and all of the terms hereof and agrees that the Guaranty of the Construction Loan remains in full force and effect.

[Signature]
Paris A. Partee

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EXHIBIT A

LEGAL DESCRIPTION

Property Address: 6349 South Cottage Grove Avenue
Chicago, Illinois

Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, and North 16 inches of Lot 25 (except that portion of said Lots taken or used for Cottage Grove Avenue) all in Block 2 in Snow and Dickinson's Subdivision of Blocks 1, 2, and 3 in William Hale Thompson's Addition to Chicago in the Northwest Quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

2023-100-005

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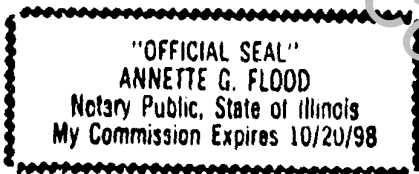
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK,)

I, ANNETTE G. FLOOD a Notary Public in and for said County in the State aforesaid, DO
HEREBY CERTIFY that J. MICHAEL WHELAN Vice President of American National Bank and
Trust Company of Chicago, and GREGORY S. KASPRZYK Officer of said Company, who are
personally known to me to be the same persons whose names are subscribed to the foregoing
instrument as such Trust Officer and person and acknowledged that they signed and delivered
the said instrument as their own free and voluntary act and as free and voluntary act of the
Company, as Trustee and aforesaid, for the uses and purposes therein set forth; and the said
Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of
said company, did affix the corporate seal of said company to said instrument as his own free
and voluntary act of said company as Trustee as aforesaid, for the uses and purposes therein set
forth.

Given under my hand and Notary Seal this _____ day of SEP 01 1995, 19____.



Annette G. Flood
Notary Public

My commission expires:

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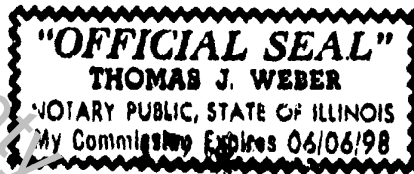
STATE OF ILLINOIS)
) SS
COUNTY OF)

I, Thomas J. Weber, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that SEVE ASBEM, a Vice President of American National Bank and Trust Company of Chicago, and ICENNA ELING, Officer of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and officer and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as free and voluntary act of the Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said company, did affix the corporate seal of said company to said instrument as his own free and voluntary act of said company as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 6th day of September, 1995.

Thomas J. Weber
Notary Public

My commission expires:



95649701

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