

# UNOFFICIAL COPY

PREPARED BY:  
Edward F. Miller  
(CLOS Center)

95738789

RECORDED  
INDEXED  
SEP 26 1995  
10:56 AM

WHEN RECORDED RETURN TO:

NBD BANK  
8001 North Lincoln Avenue  
Skokie, Illinois 60077  
ATTN: Nireah Pande



COOK COUNTY  
RECORDER

**JESSE WHITE**  
SKOKIE OFFICE

First Note and Mortgage Modification Agreement

This Agreement (hereinafter the "Agreement") is made and entered into as of the 1st day of September, 1995, by and between NBD Bank, an Illinois banking corporation, having its principal office at 211 South Wheaton Avenue, Wheaton, Illinois 60187 (herein the "Mortgagee"), NBD Bank, not personally, but as Trustee under a Trust Agreement dated July 24, 1990, and known as Trust Number 52814-SK (herein the "Mortgagor"), and Will V. Moss and June L. Moss (herein collectively the "Guarantors").

### WITNESSETH

Whereas, the Mortgagor has previously executed and delivered to NBD Skokie Bank, N.A., a national banking association, having its principal office at 8001 North Lincoln Avenue, Skokie, Illinois 60077 a certain Mortgage Note dated August 22, 1990 (the "Note") in the original principal amount of \$196,500.00 and due September 1, 1995 (the "Maturity Date"); and

Whereas, to secure the indebtedness evidenced by the Note, the Mortgagor has executed and delivered to the Mortgagee, a Mortgage and a Collateral Assignment of Lease(s) and Rent(s), each dated August 22, 1990 and Recorded with the Recorder of Deeds of Cook County on August 24, 1990 as Document No's. 90414298 and 90414299 respectively, on Real Estate legally described therein as follows:

**PARCEL 1:** LOT A (EXCEPT THAT EAST 265 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT) AND (EXCEPT THE SOUTH 132 FEET AS MEASURED ON THE WEST LINE OF SAID LOT) IN JOHN REINBERG'S CONSOLIDATION OF LOT 6 IN JOHN REINBERG'S MORSE AVENUE ADDITION TO LINCOLNWOOD AND OF LOTS 55 AND 56 IN JAN OHLINGS SUBDIVISION AND OF ALL OF 16 FEET VACATED ALLEY LYING WEST AND NORTH OF SAID LOT 6 AND EAST AND SOUTH OF SAID LOTS 55 AND 56 AND ALL OF VACATED RIDGEWAY AVENUE, LYING WEST OF SAID LOTS 55 AND 56 AND WEST OF SOUTH ALLEY AND SOUTH OF LOT 4, EAST OF LOT 5 AND WEST OF LOT 6 AND NORTH OF SOUTH LINE OF LOT 6 EXTENDED WEST TO SOUTH EAST CORNER OF SAID LOT 5 IN REINBERG'S SUBDIVISION.

**PARCEL 2:** ALSO THE EAST 82 FEET (MEASURED AT RIGHT ANGLES TO THE EAST LINE), EXCEPT THE SOUTH 132 FEET (MEASURED ON THE EAST LINE) OF LOT 5 IN JOHN REINBERG'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3732 W. MORSE AVENUE, LINCOLNWOOD, IL

PERMANENT INDEX NO.: 16-35-126-030-0000 and 10-35-126-023-0000

Whereas, NBD Skokie Bank, N.A., was holder of the Mortgage, Collateral Assignment of Lease(s) and Rent(s), and Note; and

Whereas, the Note, Mortgage and Collateral Assignment of Lease(s) and Rent(s) were subsequently sold, assigned and transferred by NBD Skokie Bank, N.A. to the Mortgagee as follows: the Mortgage was assigned by that certain Assignment of Mortgage dated the 26th day of January, 1993 and recorded with the Recorder of Deeds of Cook County, Illinois on April 14, 1993 as Document Number 93273361 and the Collateral Assignment of Rent(s) and Lease(s) was assigned by that certain Assignment

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of Assignment of Rents and Leases dated the 26th day of January, 1993 and recorded with the Recorder of Deeds of Cook County, Illinois on April 12, 1993, as Document Number 93263642; and

Whereas, the present balance outstanding under the Note remaining unpaid is One Hundred Eighty Thousand Seven Hundred Thirty-Three and 71/100 Dollars (\$180,733.71); and

Whereas, the Mortgagee has been requested to extend the time of repayment of the remaining unpaid principal balance of the Note, and has agreed to extend the maturity of the Note and the repayment of the indebtedness evidenced thereby provided the Mortgagor agrees to execute and deliver this Agreement.

Now, Therefore, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender do hereby agree as follows:

1. The Maturity date of the Note and Mortgage is hereby extended from September 1, 1995 to September 1, 2000.
2. The Mortgagor agrees to continue to make monthly installments of \$1,822.00 including interest, commencing on October 1, 1995 and on the first day of each month thereafter, until September 1, 2000 at which time the balance plus accrued interest then unpaid shall be due and payable immediately.
3. The Note is further amended to reduce the Interest Rate on the unpaid balance from the date of this Agreement until September 1, 2000, at a rate of eight and one-half percent (8 & 1/2%) and the Default Interest Rate on the unpaid balance from the date of this Agreement until September 1, 2000, at a rate of Eleven and one-half percent (11 & 1/2%) per annum.

Except where the context otherwise may require, it is agreed that the terms "Trust 52814-SK", "Mortgagor" and "Assignor" when used and appearing in the Note, Mortgage, Assignment of Mortgage, Collateral Assignment of Lease(s) and Rent(s), Assignment of Assignment of Leases and Rents, and this Agreement shall be construed as and mean NBD Bank, not personally, but as Trustee under a Trust Agreement dated August 22, 1990 and known as Trust Number 52814-SK.

Except where the context otherwise may require, it is agreed that the terms "Bank", "Mortgagee" and "Assignee" when used and appearing in the Note, Mortgage, Assignment of Mortgage, Collateral Assignment of Lease(s) and Rent(s), Assignment of Assignment of Leases and Rents, and this Agreement shall be construed as and mean NBD Bank, by assignment from NBD Skokie Bank, N.A..

It is further agreed as between the Mortgagor and the Mortgagee that neither the repayment of the indebtedness evidenced by the Note, nor the obligations of the Mortgagor thereunder, nor the Mortgage or other security given to secure same, shall in any way be prejudiced by this Agreement, said Note, Mortgage, Assignment of Mortgage, Collateral Assignment of Lease(s) and Rent(s), Assignment of Assignment of Leases and Rents, being intended to be modified only to the extent therein and herein mentioned and said Note and Mortgage to continue and remain in full force and effect. The parties hereto ratify, adopt and confirm their respective covenants, agreements and conditions as set forth in the Note and Trust Agreement as modified by this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Loan Modification Agreement the day and year first above written.

**MORTGAGEE:**

NBD BANK

By: N. Pande  
Niresh Pande, Commercial Loan Officer

**GUARANTORS:**

Will V. Moss  
Will V. Moss  
June L. Moss  
June L. Moss

**MORTGAGOR:**

NBD Bank, not personally, but as Successor Trustee to NBD Trust Company of Illinois under a Trust Agreement dated July 24, 1990 and known as Trust Number 52814-SK

By: Joseph D. Sochacki  
Joseph D. Sochacki, Trust Officer  
Printed Name Title  
By: George J. Logan  
George J. Logan, Asst. Vice Pres.  
Printed Name Title

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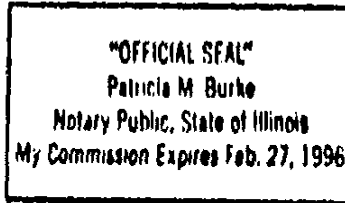
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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK   )

I, the undersigned, a Notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that WILL V. Moss 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, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 17 day of October, 1995.

My Commission Expires: \_\_\_\_\_  
Patricia M. Burke, Notary Public

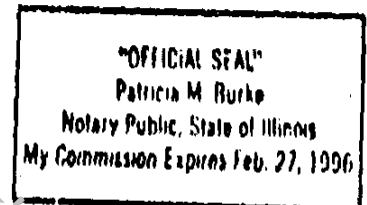


STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK   )

I, the undersigned, a Notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that June L. Muea 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 13 day of October, 1995.

My Commission Expires: \_\_\_\_\_  
Patricia M. Burke, Notary Public



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