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. DEPT-01 RECORDING \$33.50
. T#0014 TRAN 0482 12/28/95 08:37:00
. #0376 # JW *-95-898949
. COOK COUNTY RECORDER

AFS #0414374453-18

MODIFICATION AGREEMENT

THIS INDENTURE, made November 15, 1995, by and between THE FIRST NATIONAL BANK OF CHICAGO, Successor by Merger to GARY-WHEATON BANK, NATIONAL ASSOCIATION (Lender), which is the owner of the Mortgage hereinafter described, and AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Successor Trustee to FIRST CHICAGO TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE FIRST NATIONAL BANK OF CHICAGO, as Successor Trustee to GARY-WHEATON BANK, NATIONAL ASSOCIATION, as Trustee under Trust Agreement dated December 19, 1989 and known as Trust Number 8271 (Mortgagor) who are the titleholders of the real estate hereinafter and in said Mortgage described, WITNESSETH:

1. The parties hereby agree to modify the terms of repayment of the indebtedness evidenced by the Note for ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (~~\$1,200,000.00~~) dated June 19, 1991 which is secured by the Mortgage of even date herein referred to and recorded on July 12, 1991 in the Recorder's Office of Cook County, Illinois, as Document No. 9134837 under which the Mortgagor mortgages to THE FIRST NATIONAL BANK OF CHICAGO, Successor by Merger to GARY-WHEATON BANK, NATIONAL ASSOCIATION certain real estate situated in the County of Cook, State of Illinois, described as follows:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18 AND 19 IN BLOCK 12 IN ELMORE'S OAK PARK AVENUE ESTATES, BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF DRAINAGE DITCH CONVEYED BY DOCUMENT 377150), IN COOK COUNTY, ILLINOIS

P.I.N.: 28-30-115-016-0000, 28-30-115-019-0000
28-30-115-017-0000, 28-30-115-025-0000
28-30-115-029-0000, 28-30-115-025-0000
28-30-115-024-0000, 28-30-115-023-0000
28-30-115-022-0000, 28-30-115-021-0000
28-30-115-020-0000, 28-30-115-018-0000

COMMON ADDRESS: 17010-40 AND 17054-60
TINLEY PARK, ILLINOIS

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2. Current principal amount remaining unpaid on the indebtedness is ONE MILLION ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED SEVENTY-THREE AND 56/100 (\$1,119,273.56) DOLLARS.

3. Said Note shall be amended to provide that, commencing on November 15, 1995, interest shall accrue for the first year of the Loan term at the rate of 7.41%, per annum and said unpaid principal amount of \$1,119,273.56 and interest on the balance of principal remaining from time to time unpaid, at the rate of 7.41% per annum shall be paid in installments as follows:

Beginning December 15, 1995 principal and interest payments of \$9,026.00 will be due and on the first day of every month thereafter until November 15, 1996 which is the first readjustment date. Effective as on the second (2nd) through fifth (5th) years of the Loan term, on an annual basis, the interest rate shall be readjusted on the following dates: November 15, 1997; November 15, 1998; and November 15, 1999. The readjusted interest rate shall be two hundred twenty (220) basis points over the average yield to maturity of the U.S. Treasury Instruments with a maturity of 12 months. If no such U.S. Treasury Instrument has been issued, the Lender may select a U.S. Note or U.S. Bond with a maturity within 90 days of the foregoing interest readjustment date(s) or maturity, as the case may be, and use the average yield to maturity of such Note or Bond as a benchmark to which shall be added two hundred (220) basis points. Notes or Bonds with unusual terms, such as floating rates or so-called "Flower Bonds", shall be excluded as a basis. All such payments on account of the indebtedness evidenced by said Note shall first be applied to interest on the unpaid balance and the remainder to principal.

Monthly payments of principal and interest based on the established interest rate and the remaining term of an initial twenty (20) year amortization schedule will be due, in arrears, on the fifteenth (15th) day of each month continuing through and including the fifty-seventh (57th) month. The monthly principal and interest payment shall be recomputed upon each interest adjustment date based upon the new effective interest rate, the then existing principal balance and the remaining number of years from the original twenty (20) year amortization schedule. On June 1, 2000, the entire unpaid principal balance and any unpaid interest and late charges shall be due and payable in full.

This loan is payable in full on June 1, 2000, which is the maturity date. At maturity, you must repay the entire principal balance of the loan and unpaid interest then due. The Bank is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender, which may be the Bank you have this loan with willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain refinancing from the same Bank.

4. Notwithstanding anything to the contrary in said Installment Note, if any part of said unpaid principal amount or interest thereon be not paid as herein provided, or if default in the performance of any other covenant of the Mortgage shall continue for the period as specified in said Mortgage, the entire principal sum remaining unpaid together with the then accrued interest shall, without notice, at the option of the holder of said Installment Note become and be due and payable, in the same manner as if said modification had not been granted.

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6. From and after the date hereof, Mortgagor shall furnish to Lender within ninety (90) days following the end of each fiscal year of Mortgagor, for so long as said Installment Note shall not have been repaid in full, its financial statements and federal and state income tax returns for such fiscal year and such other financial information as Lender may request, all in form and substance satisfactory to Lender. In addition to such financial statements and tax returns, Mortgagor shall deliver to Lender a rent roll prepared as of the last day of such fiscal year and copies of any and all new leases and modifications and amendments to existing leases entered into during such fiscal year. All rent rolls, financial statements, new leases, and modifications and amendments to existing leases shall be certified by Mortgagor as being true, correct and complete. If Mortgagor is an Illinois land trust, then the financial statements, tax returns and other financial information furnished by Mortgagor shall pertain to the beneficiary of Mortgagor and the certification thereof shall be given by the beneficiary of Mortgagor. Mortgagor's failure to comply with the provisions of this Paragraph shall constitute a default under said Mortgage.

7. This Agreement is supplementary to said Mortgage and to the Assignment of Rents dated July 19, 1991 and recorded as Document Number 91348138. Except as provided herein, all the provisions thereof and of the Installment Note including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Installment Note shall remain in full force and effect.

This Modification Agreement is executed by AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Successor Trustee to FIRST CHICAGO TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE FIRST NATIONAL BANK OF CHICAGO, as Successor Trustee to GARY-WHEATON BANK, NATIONAL ASSOCIATION, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Mortgage or in said Note contained shall be construed as creating any liability on AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Successor Trustee to FIRST CHICAGO TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE FIRST NATIONAL BANK OF CHICAGO, as Successor Trustee to GARY-WHEATON BANK, NATIONAL ASSOCIATION personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing thereafter or hereunder, or to perform any agreement or covenant either expressed or implied herein or therein contained, all such liability, if any, against such Trustee personally, being expressly waived by Lender and by anyone now or hereafter claiming any right or security hereunder. So far as AMERICAN NATIONAL BANK & TRUST COMPANY OF ILLINOIS, as Successor Trustee to FIRST CHICAGO TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE FIRST NATIONAL BANK OF CHICAGO, as Successor Trustee to GARY-WHEATON BANK, NATIONAL ASSOCIATION personally is concerned, the Lender hereunder or the legal holder or holders of said Note and the owner or owners of any indebtedness accruing thereunder or anyone making any claim hereunder shall look solely to the mortgaged property described in the aforesaid Mortgage and to the rents therefrom assigned under above mentioned Mortgage and/or an Assignment of Rents for the payment thereof and any other collateral in the manner herein and in said Mortgage, Note and other loan instruments provided.

This instrument may be executed in two or more counterparts each of which when taken together shall be construed as one single instrument. Lender shall be furnished with an original signature hereto of each and every party.

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IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture on the day and year first above written.

LENDER:

THE FIRST NATIONAL BANK OF CHICAGO
OF CHICAGO, Successor by Merger to GARY-
WHEATON BANK, NATIONAL ASSOCIATION

By: *H. Jennifer Maddison*
H. Jennifer Maddison

Title: Real Estate Loan Officer

By: *Michael F. Moone*
Michael F. Moone

Title: Vice President

MORTGAGOR:

AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO, as Successor Trustee
to FIRST CHICAGO TRUST COMPANY OF
ILLINOIS, as Successor Trustee to THE FIRST
NATIONAL BANK OF CHICAGO, as Successor
Trustee to GARY-WHEATON BANK, NATIONAL
ASSOCIATION, not personally but as Trustee

By: *[Signature]*
Its: Vice President

By: *[Signature]*
Its: Vice President

GUARANTORS:

Babcock & Company, an Illinois
Partnership

By: *[Signature]*
Lynn D. Babcock, Partner

By: *[Signature]*
Craig G. Babcock, Partner

[Signature]
Lynn D. Babcock, Individually

[Signature]
Craig D. Babcock, Individually

Of Cook County Clerk's Office

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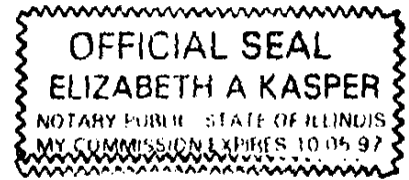
STATE OF ILLINOIS)
) SS
COUNTY OF)

I, Elizabeth G. Kasper, a Notary Public in and for said County, in the State aforesaid, do hereby certify that H. Jennifer Maddison, Real Estate Loan Officer of The First National Bank of Chicago, and Michael E. Moone, Vice President of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments such Real Estate Loan Officer, and Vice President appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as the free and voluntary act of said Bank, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of December, 1995.

Elizabeth G. Kasper
Notary Public

My Commission Expires: 10/5/97



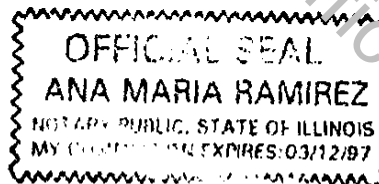
STATE OF ILLINOIS)
) SS
COUNTY OF)

I, Ana Maria Ramirez, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JUANNE GOLDSTEIN Vice President of American National Bank and Trust Company of Chicago, and DENNIS JOHN CARBARA 2ND Vice President of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments such Vice President, and Vice President appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as the free and voluntary act of said Bank, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of DEC 05 1995 1995.

Ana Maria Ramirez
Notary Public

My Commission Expires: 3-12-97



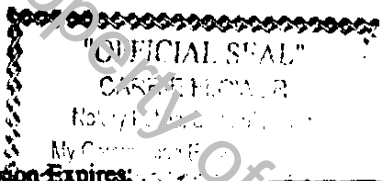
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ACKNOWLEDGMENT FOR PARTNERSHIP

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me this, DECEMBER 1 1995
by LYNN D. BARBER, partner (or agent)
on behalf of BARBER & COMPANY, a(n) ILLINOIS
partnership.



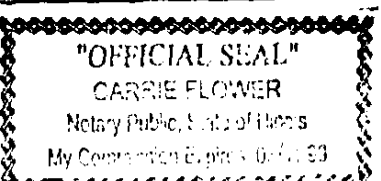
Carrie Flower
Notary Public

My Commission Expires: 3/1/99

ACKNOWLEDGMENT FOR PARTNERSHIP

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me this, DECEMBER 1 1995
by LYNN D. BARBER, partner (or agent)
on behalf of BARBER & COMPANY, a(n) ILLINOIS
partnership.



Carrie Flower
Notary Public

My Commission Expires: 3/1/99

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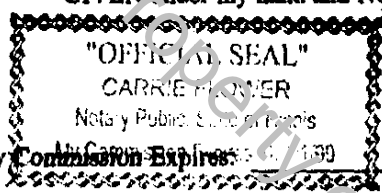
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STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that Lynn D. Babcock and Craig G. Babcock, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

GIVEN under my hand and Notarial Seal this 1st day of DECEMBER, 1995



Carrie Flower
Notary Public

This document prepared by
and to be delivered to:

Daphne Campbell
The First National Bank of Chicago
120 E. Weesley Street
Suite #2029
Wheaton, IL 60187

Office of Cook County Clerk's Office

98690919