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Loan #422737940

LOAN MODIFICATION AGREEMENT DEPT-01 RECORDING \$33.00
(EXTENSION OF CALL OPTION) 1:00:03 TRAN 1438 01/26/95 12:25:00
FIVE YEAR ARM 1:29:55 MS *-95-059637
COOK COUNTY RECORDER

THIS LOAN MODIFICATION AGREEMENT ("Agreement") is made and entered into as of this 20th day of December, 1994 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as successor TRUSTEE to FIRST CHICAGO TRUST COMPANY OF ILLINOIS, not personally but as Trustee under a Trust Agreement ("Trust Agreement") dated July 27, 1984 and known as Trust No. 61739 (Trustee), Sheffield Venture Limited Partnership, An Illinois Limited Partnership; ("Borrower"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, the payee under that certain Promissory Note dated April 21, 1993 ("Payee"), under the following circumstances:

RECITALS

A. On April 21, 1993, the Borrower executed and delivered to the Payee a certain Promissory Note in the principal amount of FIVE HUNDRED FORTY FIVE THOUSAND AND NO/100 Dollars (\$545,000.00) (the "Note").

B. Contemporaneous with the execution of the Note, the Trustee, not personally but as Trustee under the Trust Agreement, executed and delivered a Mortgage on the property described on Exhibit A. attached hereto (hereinafter referred to as the "Mortgage") to the Payee to secure payment of the indebtedness described in the Note, including the entire principal amount thereunder and all interest thereon, and the Borrower executed and delivered to the Payee a collateral assignment of its beneficial interest under the land trust described above (the "Assignment").

C. The Borrower desires to further modify the terms of the Note to provide for a change in the interest rate from a variable to an adjustable rate as set forth in Section 2 hereof and to provide for certain other changes as described herein, and the Payee is willing to agree to such changes upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises described herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amount of Outstanding Obligations. Borrower acknowledges and confirms that as of the date hereof, the outstanding balance of principal Note is FIVE HUNDRED TWENTY TWO THOUSAND TWO HUNDRED FORTY and 86/100 (\$522,240.86) Dollars (the "Indebtedness"). The Borrower personally agrees to pay the Indebtedness in accordance with the payment schedule set forth in Section 3 of this Agreement. The parties acknowledge and agree that the Mortgage, the Note, the

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payment schedule set forth in Section 3 of this Agreement. The parties acknowledge and agree that the Mortgage, the Note, the Assignment and any other documents securing the Note and the Indebtedness evidenced and secured thereby (collectively the "Loan Documents") shall continue in full force and effect, subject only to the modifications described in this Agreement. Execution of this Agreement shall not affect or otherwise impair the lien evidenced by the Mortgage, the Assignment or any of the other Loan Documents, or their priority over other liens, if any.

2. Interest. Effective as of the date hereof, the Borrower shall pay interest (computed on a 360 day basis) from the date hereof on the outstanding amount of the indebtedness at an initial interest rate equal to Eight and One Half percent (8.50%) per annum. On the first Reset Date (as herein defined), and on each Reset Date thereafter, the interest rate shall be adjusted every five years with the interest rate equal to two and three-quarters (2.75) percentage points in excess of the Index Rate (as herein defined), as described in Section 3 below, all of which payments shall be made in the manner set forth in Section 3 of this Agreement

3. Payments of Principal and Interest. Borrower shall make payments of principal and interest hereunder in the following manner:

(a) Monthly installments of principal and interest in the amount of FOUR THOUSAND TWO HUNDRED EIGHTY NINE and 43/100 Dollars (\$4,289.43) on the 1st day of January, 1994 ("First Payment Date") and monthly installments of principal and interest in the same amount on the same day of each of the fifty-ninth succeeding months thereafter;

(b) On the first day of the fifty-ninth month after the First Payment Date and on the first day of each sixtieth month thereafter ("Reset Dates") until the Maturity Date (as herein defined), the monthly installments of principal and interest for the same day of the month described in paragraph 3(a) above for each successive sixty month period commencing with the sixtieth month following the First Payment Date (being the sixty-first monthly payment) shall be reset for the next successive sixty months thereafter based upon the following formula. The then principal balance on each Reset Date shall be utilized to determine an amortization of the loan evidenced by this Note, using a term for amortization purposes as of the date hereof of 281 months. On the first Reset Date, the amortization term shall be 221 months. On the second Reset Date, the amortization term shall be 161 months and the same five years reduction of the amortization term shall be applicable on each Reset Date thereafter, prior to the Maturity

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three-quarters (2.75) percentage points in excess of the Index Rate. The Index Rate is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of five years, as made available by the Federal Reserve Board most recently prior to the date thirty days prior to such Reset Date, rounded to the nearest one-eighth of one percentage point (.125%). The Payee shall give to Borrower fifteen days prior notice of changes in the amounts of monthly installments due under this paragraph. If the Index Rate is no longer available, the Payee will choose a new Index which is based on comparable information.

(c) On May 1, 2008 ("Maturity Date") all principal indebtedness hereunder.

4. Call Option. The Note shall be, and it hereby is, revised to provide that the Payee's optional right to call and declare the entire Indebtedness and all accrued interest thereon to be due and forthwith payable in advance of the Maturity Date may be exercised, upon (a) the tenth anniversary of the First Payment Date, or (b) each successive anniversary thereof of the First Payment Date, provided that Payee shall have given written notice of said call to Borrower at least ninety (90) days prior to any such anniversary date upon which Payee may exercise its call option hereunder.

5. Continuation of Obligations. The parties acknowledge that the Indebtedness shall not be deemed to have been cancelled, discharged or released in any manner by this Agreement, and that the obligations evidenced by the Note, as modified by this Agreement, and any mortgages, trust deeds, collateral assignment of beneficial interest in land trusts or other Loan Documents creating or perfecting any liens or other security interests with respect to the Indebtedness shall continue in full force and effect as security for the satisfaction and payment of the indebtedness.

6. Continuation of Other Terms. Except as modified by this Agreement, the terms, conditions, promises and covenants contained in the Note, the Mortgage, the Assignment and any other Loan Documents shall remain in full force and effect.

7. Late Charge. Effective upon execution of this Agreement, in the event the Borrower and/or Trustee fail to make a payment when due and if such payment shall not be received by Bank within ten (10) days after its due date, the Borrower shall be assessed a late fee equal to the greater of \$50.00 or five percent of the amount of any such overdue payment.

8. Financial Statements. Within thirty (30) days after the close of each calendar year, (i) each individual Borrower shall

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furnish to the Payee its personal financial statement for the calendar year then ending, in form and substance satisfactory to Lender and (ii) each corporate or partnership Borrower shall furnish an annual report of such Borrower, prepared and reviewed by independent certified public accountants, consisting of a balance sheet of such Borrower as of the close of such calendar year and statements of profit and loss of such Borrower, all prepared in accordance with generally accepted accounting principles. In addition, the Borrower shall furnish to Payee, within thirty (30) days after the close of each calendar year, an income and expense statement showing the operation of the premises secured by the mortgage (the "Premises") and copies of all leases of any portion of the Premises, said income and expense statement being prepared and reviewed by an independent certified public accountant. The income and expense statement shall be comprehensive and reflect, in addition to other data, the following: gross income and source, real estate taxes, insurance, operating expenses in reasonable detail, depreciation deduction for federal income tax purposes, federal income taxes and net income. Within thirty (30) days of filing, the Borrower shall furnish to the Payee copies of all filed federal and state income tax returns.

9. Execution by Trustee. This Agreement is executed by Trustee, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on said Trustee personally, to pay the Note or any interest that may accrue thereon or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied herein contained, or with regard to any warranty contained in the Mortgage except the warranty made in this Paragraph; all such liability, if any, being expressly waived by the Payee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and assigns are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look to the premises which are the subject of the Mortgage for the payment thereof in the manner herein and in the Note provided but this shall not be construed in any way so as to affect or impair the lien of the Mortgage or the Payee's right to foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies in any such foreclosure proceedings or other enforcement of the payment of the indebtedness out of and from the security given therefor in the manner herein and in the Note provided for or to affect or impair the personal liability of Borrower on the Note, this Agreement or any other document.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first set forth above.

FIRST CHICAGO TRUST COMPANY OF ILLINOIS, not personally but as Trustee as aforesaid

ATTEST:

By: Attestation not required by American National Bank & Trust Company of Chicago By Laws

Title: _____

By: *M. B. Bookin*

Title: Trust Officer

"Trustee"

Lawrence Acciari
Lawrence Acciari

Eric Larson
Eric Larson

Robert Markey
Robert Markey

"Borrowers"

ATTEST:

By: _____

Title: _____

THE FIRST NATIONAL BANK OF CHICAGO

By: _____

Title: _____

"Payee"

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 10th day of January, 1995, by Lawrence Acciari, General Partner Robert B Markey, General Partner Eric Larson, General Partner of Sheffield Venture Limited Partnership, an Illinois Limited Partnership.

P. C. Mayer
Notary Public

STATE OF ILLINOIS)



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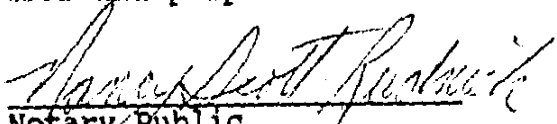
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COOK COUNTY CLERK
JAN 10 2013
CHICAGO, ILL.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, NANCY SCOTT-RUDNICK, a Notary Public in and for said County in the State aforesaid, do hereby certify that MARTHA ANN BROOKINS of American National Bank and Trust Company of Chicago and _____ of _____ being personally known to me as the persons whose names are subscribed to the foregoing instrument as such Trust Officer and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary acts, and as the free and voluntary act of said Bank, as Land Trustee, for the uses and purposes therein set forth; and the said did also then and there acknowledge that he as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said bank, as Land Trustee, for the uses and purposes therein set forth.



Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

"OFFICIAL"
Nancy Scott-Rudnick
Notary Public, State of Illinois
My Commission Expires 6/22/97

The foregoing instrument was acknowledged before me this day of _____, 19____, by Andrea Townson, the Real Estate Officer of The First National Bank of Chicago, a national banking association, on behalf said bank.

Notary Public

This instrument was prepared by and should be returned to:

W. Jones
1825 W. Lawrence
Chicago, Illinois
Box 35



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EXHIBIT "A" LEGAL DESCRIPTION

Parcel 1:

Lots 32 and 33 in Subdivision of Block 5 in Block 5, in Sheffield Addition in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2:

Lot 34 in Subdivision of Block in Block 5, in Sheffield Addition in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax I.D. #14-32-407-011; 14-32-407-012

Property Address: 1945 N. Sheffield, Chicago, IL 60614

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