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LOAN MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 17th day of November 1994, by and between 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 Company in pursuance of a Trust Agreement dated April 24, 1984 and known as trust number 61262, (hereinafter called "Mortgagor") and North Community Bank, an Illinois Banking Corporation, with an office at 3639 North Broadway, Chicago, Illinois 60613 (hereinafter called "Mortgagee").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On September 17, 1990 for full value received, 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 Company in pursuance of a Trust Agreement dated April 24, 1984 and known as trust number 61262, executed and delivered to Mortgagee a Promissory Note in the principal amount of ONE MILLION FOUR HUNDRED THOUSAND AND 00/100 (\$1,400,000.00) (hereinafter called the "Note"), and secured the payment thereof by granting to Mortgagee, among other things, a certain Trust Deed (hereinafter called the "Mortgagee"), of even date with said Note, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage was recorded on September 25, 1990, as Document No. 90265322 with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises");

SEE ATTACHED FOR LEGAL DESCRIPTION

B. Mortgagor has requested that certain modifications be made in the above-mentioned Note and Mortgage.

C. The outstanding principal balance of said Note as of November 17, 1994 is \$1,286,000.00

D. Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Mortgagee, and such subsequent lien holder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Trust Deed, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the Trust Deed, as herein modified, is a valid, first and subsisting lien of said Trust Deed Premises.

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33866 1 152A *-95-081055
COOK COUNTY RECORDER

\$29.50

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NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Note and Mortgage are hereby modified as follows:

1. **THE MATURITY DATE OF THE LOAN WILL BE EXTENDED FROM SEPTEMBER 17, 1994 TO SEPTEMBER 17, 1999.**
2. **THE RATE OF INTEREST ON THIS NOTE WILL BE CHANGED FROM P+1%F TO 9.25 FIXED; MONTHLY PAYMENTS STARTING DECEMBER 17, 1994 WILL BE \$11,778.05.**

In consideration of the modification of the terms of the Note and Mortgage by Mortgagee, as hereinabove set forth, Mortgagor does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note and secured by the Mortgage as herein modified, and to perform the covenants contained in the Mortgage, and further agrees that the prepayment privilege now in effect shall remain in full force and effect, and Mortgagee represents to Mortgagor that there is no junior mortgage or other lien now outstanding against the Mortgaged Premises, except as otherwise disclosed to Mortgagee, and that the lien of the Mortgage is a valid, first and subsisting lien on said Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note and the Mortgage as modified hereby, or the first lien created thereby or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note, Mortgage and other instruments and documents executed in connection with the subject mortgage loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

This instrument is executed by mortgagor, not personally, but as Trustee under a deed or deeds in trust delivered pursuant to aforementioned Trust Agreement, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument); and no personal liability shall exist or be asserted or enforceable against Mortgagor generally or in any capacity other than as Trustee as aforesaid, because or in respect of this instrument, the Mortgage as modified or the Note secured thereby, and its liability as Mortgage shall be limited to and enforceable only out of the property described in this Mortgage, by enforcement of the lien hereof, and no duty shall rest upon Mortgagor to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

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IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

NORTH COMMUNITY BANK,
Mortgagee:

Attest:

[Signature]
Its Vice President
MARILYN TZAKIS

[Signature]
Its Vice President
GERALD S. ROMAN

AMERICAN NATIONAL BANK & TRUST
COMPANY As Trustee:

Attest:

[Signature]
Notary Public

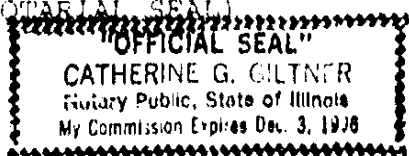
[Signature]
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Catherine G. Giltner, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Marilyn Tzakis, Vice President, and Gerald S. Roman, Vice President, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, including the waive of rights of redemption and waive of all rights and benefits under and by virtue of the homestead exemption laws of this state.

Given under my hand and notarial seal this 17th day of November, 1994.

(NOTARIAL SEAL)



Notary Public
[Signature]
Catherine G. Giltner

My commission expires: 12/03/96

Prepared by/Mail To:

North Community Bank
3639 N. Broadway
Chicago IL 60613

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LEGAL DESCRIPTION

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 ALL IN BLOCK 12 IN COMMUNITY RESUBDIVISION OF CERTAIN LOTS AND PARTS OF LOTS IN SCHOOL TRUSTEES' SUBDIVISION IN THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 5101-03 W. JACKSON, CHICAGO, IL.

TAX ID NO. 16-16-222-019

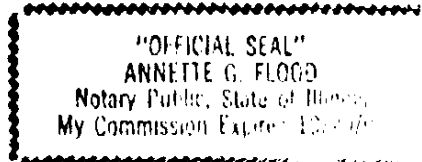
STATE OF ILLINOIS
COUNTY OF Cook

} SS.

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The foregoing is the true and correct copy of the original of
January 27, 1995 P. JOHANSEN and
Michael Wang 2ND VP 187-2552

Annette G. Flood
Notary Public



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