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PREPARED BY AND RETURN TO
Sue Strongin
COMERICA BANK-Illinois
8700 N. WAUKEGAN ROAD
MORTON GROVE, IL 60053

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COOK COUNTY RECORDER

LOAN MODIFICATION AGREEMENT

This instrument is an Agreement among NBD Bank, F/K/A NBD Trust Company of Illinois, as Trustee under Trust Agreement dated February 1, 1983 and known as Trust No. 3436HP ("Mortgagor"); Robert H. Joseph ("Guarantor") and COMERICA BANK-ILLINOIS, successor to Affiliated Bank ("Lender").

R E C I T A L S

A. Mortgagor is the owner of the real estate described in Exhibit A hereto ("Real Estate"). The only beneficiary of Mortgagor is Robert H. Joseph.

B. On January 22, 1992, Mortgagor executed and delivered to Lender its Mortgage Note ("Note") in the principal amount of \$350,000.00, to evidence a loan in that amount.

C. To secure payment of the Note, the following documents were executed and delivered:

1. A Mortgage, Assignment of Leases & Security Agreement dated January 22, 1992 and recorded January 31, 1992 with the Recorder of Deeds of Cook County, Illinois, as Document Number 92065780 wherein Mortgagor mortgaged the Real Estate to Lender.

2. An Assignment of Lease, Rents and Profits dated January 22, 1992 and recorded January 31, 1992 with the Recorder of Deeds of Cook County, Illinois, as Document Number 92065781 wherein Mortgagor assigned to Lender the rents and income from the Real Estate.

3. Security Agreement and Assignment - Interest in Land Trust wherein Beneficiary collaterally assigned to Lender its beneficial interest in Mortgagor.

4. A Guaranty wherein Guarantors guaranteed the payment of the Note.

D. The Note is due and payable on February 1, 1995. The Lender has agreed to extend and modify the terms of the loan to reflect the following: (a) extend the maturity date of the Note to February 1, 1998; (b) increase the current interest rate under the Note to one percent floating over Prime; (c) reduce the amount of monthly principal payments to \$1,250.00, with an amortization period of twenty (20) years.

ATI Title Co.

Box 156

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2/10/2011

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WHEREFORE, Mortgagor and Lender hereby agree to the following:

1. Extend the maturity date to February 1, 1998; increase the current interest rate to one percent floating over Prime; monthly principal payments due in the amount of \$1,250.00 amortized over twenty (20) years. Mortgagor shall deliver to Lender at the execution and delivery of this Agreement an Amended and Restated Mortgage Note (which is hereby incorporated by reference and attached hereto as Exhibit "B") dated as of the date hereof (the "Restated Note"), payable to the order of Lender in the principal amount of Two Hundred Ninety Seven Thousand Four Hundred Fifty Nine and 18/100's Dollars (\$297,459.18) at the increased interest rate of one percent floating over Prime and requiring monthly principal payments of One Thousand Two Hundred Fifty Dollars (\$1,250.00) commencing March 1, 1995.

2. Except as modified in paragraph 1 above, and the Restated Note, all other Loan Documents remain in full force and effect according to their terms.

3. Guarantor, jointly and severally, unconditionally, reaffirm their Guaranty of the obligation of Borrower to Lender under the provisions of the Note and Loan Documents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered on January 19, 1995.

EXONERATION PROVISION RESTRICTING
ANY LIABILITY OF NBD BANK ATTACHED
HERETO IS HEREBY EXPRESSLY MADE A
PART HEREOF,

NBD BANK, F/K/A NBD
TRUST COMPANY OF ILLINOIS
as Trustee as aforesaid

COMERICA BANK-ILLINOIS

By: 

ASSISTANT VICE PRESIDENT

By: 

Loan Officer

Acknowledgement by Beneficiary and Reaffirmation by Guarantor

The undersigned Hereby acknowledges and consents to the within Modification Agreement and reaffirms their Guarantee of Note and Mortgage dated January 22, 1992.


Robert H. Joseph

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This instrument is executed by NBD Bank, Successor Trustee to NBD Trust Company of Illinois, not individually but as Trustee. All the covenants and conditions to be performed hereunder by NBD Bank, are undertaken by it as Trustee and not individually, and no personal or individual liability shall be asserted or enforceable against NBD Bank, by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD Bank, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

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EXHIBIT A

LEGAL DESCRIPTION

PIN:#09-14-409-020
#09-14-410-041
#09-14-410-042
#09-14-410-043

Common Address:

8830 N. Milwaukee Avenue
Niles, Illinois 60648

LOT 22 (EXCEPT WEST 15 FEET THEREOF) IN BLOCK 7 AND LOTS 14 TO 20, BOTH INCLUSIVE, IN BLOCK 8 ALSO THE NORTHEASTERLY 1/2 OF VACATED ALLEY LYING SOUTHWESTERLY OF AND ADJOINING LOTS 14 TO 19, BOTH INCLUSIVE, IN BLOCK 8 IN PATER'S MILWAUKEE AVENUE HEIGHTS, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, LYING WEST OF MILWAUKEE AVENUE, ALSO THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM A TRACT DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF MILWAUKEE AVENUE, 203 FEET SOUTHEASTERLY OF THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE AND THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF MILWAUKEE AVENUE, 150 FEET; THENCE SOUTHEASTERLY PARALLEL TO THE CENTER LINE OF MILWAUKEE AVENUE, 275 FEET; THENCE NORTHEASTERLY 150 FEET TO THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF MILWAUKEE AVENUE 275 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Amended and Restated MORTGAGE NOTE

4297.499.18

Franklin Park, Illinois

January 18, 1998

FOR VALUE RECEIVED, the undersigned NBD Bank, F/K/A NBD Trust Company of Illinois, as Trustee under Trust Agreement dated February 1, 1993 and known as Trust NO. 34381P ("Maker") hereby promises to pay to the order of Comerica Bank - Illinois ("Payee"), at its offices at 3044 Ross Street, Franklin Park, Illinois 60131 or at such other place as Payee may from time to time designate, in the manner hereinafter provided, the principal sum of Two Hundred Ninety Seven Thousand Four Hundred Fifty Nine and 18/100's Dollars (4297.499.18) in lawful money of the United States of America, together with interest ("Interest Rate") from the date of disbursement on the outstanding balance from time to time as follows:

Principal monthly payments of One Thousand Two Hundred Fifty and no/100's Dollars (\$1,250.00) together with monthly interest on the principal balance from time to time unpaid at a variable rate of (1.0%) above the prime commercial rate of Payee, such rate to be changed on the day or days said prime commercial rate is changed. Payments shall be due on the 1st day of March, 1998 and on the 1st day of each month thereafter. On the 1st day of February, 1998 Maker shall immediately pay the principal balance remaining along with all accrued interest. The term "Prime" means the Prime Commercial Rate of Payee, such rate being changed from time to time as established or announced by Payee. Prime does not mean the lowest interest rate offered by payee from time to time. The Principal monthly payment provided herein is computed on the basis of a 20 year amortization.

Interest shall be calculated hereunder on the basis of actual days in a month over a 360-day year. In the event that the unpaid principal balance of this Mortgage Note ("Note") becomes due and payable on a date other than the first day of a calendar month, a final payment of interest at the rate provided in this Note shall be due and payable on such date.

This Note is secured by a certain Mortgage, Assignment of Leases and Security Agreement of even date herewith executed by Maker ("Mortgage") which pertains to certain real estate located at 8830 N. Milwaukee Avenue, Niles, Illinois 60648, Cook County, Illinois, and legally described on Exhibit "A" attached to the Mortgage ("Real Estate"), and is further secured by the other Loan and Security documents ("Loan Documents") (as defined in the Mortgage) all of which documents bear even date herewith, which are made a part hereof and which are hereby incorporated by reference.

If Maker fails to pay any installment or payment of principal or interest or other charge due hereunder when due, or if at any time hereafter the right to foreclose or exercise the remedies available under the Mortgage or other Loan Documents or to accelerate this Note shall accrue to the Payee under any of the provisions contained in this Note, the Mortgage, or the other Loan Documents, including, without limitation, by reason of the Real Estate or any part thereof or any legal, equitable or beneficial interest therein, being sold, assigned, transferred, conveyed, mortgaged or otherwise encumbered to or in favor of any party other than Payee, or by reason of Maker or any beneficiary of Maker other than Payee, or by reason of Maker or any beneficiary of Maker entering into any contract or agreement for any of the foregoing, or if at any time hereafter any other default occurs under the Mortgage, this Note, Guaranty, if any, of this Note or any of the Loan Documents, and Maker fails to cure the same within the time period, if any, provided for curing the same under the terms of the Mortgage or other Loan Documents, then at the option and election of the Payee, and without further notice, grace or opportunity to cure, the entire unpaid principal balance outstanding hereunder, together with all interest accrued thereon, may be accelerated and become immediately due and payable at the place of payment aforesaid.

In case the right to accelerate this Note shall accrue by reason of any of the events of default referred to in the preceding paragraph, in lieu of or in addition to any other right or remedy then available under this Note or the other Loan Documents, the Payee shall have the right and option, without further notice, to implement, as of and from the date of default, the "Default Rate" (as hereinafter defined) to the entire principal balance outstanding under the Note and all accrued interest thereon. For purposes of this Note, the "Default Rate" shall be the prime rate plus six (6%) percent (P + 6). The term prime rate means the prime commercial rate of the Payee, such rate being changed from time to time as established or announced by Payee. Prime does not mean the lowest interest rate offered by Payee from time to time.

Without limiting the foregoing, the Payee shall have the option in lieu of or in addition to acceleration and/or implementing the Default Rate and/or exercising any other right or remedy, to require that Maker shall pay the Payee a late payment charge equal to five (5%) percent for each dollar of any monthly payment not received within ten (10) days of when due to partially delinquent the additional expenses incident to the handling and processing of past due payments. The foregoing late payment charge shall apply individually to all past due payments and shall be subject to no daily pro rata adjustment or reduction.

Time is of the essence hereof.

Maker, for itself and its successors and assigns, estates, heirs, and personal representatives, and each co-maker, endorser or guarantor, if any, of this Note, for their successors and assigns, estates, heirs, and personal representatives, hereby forever waive(s) presentment, protest and demand, notice of protest, demand, dishonor and non-payment of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note and waives and renounces all rights to the benefits of any statute of limitations and any moratorium, appraisal, exemption and homestead law now provided or which may hereby be provided by any federal or state statute or decisions, including but not limited to exemptions provided by or allowed under the Bankruptcy Code, against the enforcement and collection of the obligations evidenced by this Note, and any and all amendments, substitutions, extensions, renewals, increases and modifications hereof. Maker agrees to pay all costs and expenses of collection and enforcement of this Note when incurred, including Payee's attorneys' fees and legal and court costs, including any incurred on appeal or in connection with bankruptcy or insolvency, whether or not any lawsuit or proceeding is ever filed with respect hereto. No extensions of time of the payment of this Note or any installment hereof or any other modification, amendment or forbearance made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the liability of any co-maker, endorser, guarantor of any other person with regard to this Note, either in whole or in part.

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No failure on the part of Payee or any holder hereof to exercise any right or remedy hereunder, whether before or after the occurrence of a default, shall constitute a waiver thereof, and no waiver of any past default shall constitute a waiver of any future default or of any other default. No failure to accelerate the debt evidenced hereby by reason of default hereunder, or acceptance of a past due installment, or indulgence granted from time to time shall be construed to be a waiver of the right to insist upon prompt payment thereafter or to impose the Default Rate retroactively or prospectively, or to impose late payment charges, or shall be deemed to be a novation of this Note or as a reinstatement of the debt evidenced hereby or as a waiver of such right of acceleration or any other right, or be construed so as to preclude the exercise of any right which the Payee or any holder hereof may have, whether by the laws of the state governing this Note, by agreement, or otherwise, and none of the foregoing shall operate to release, change or affect the liability of Maker or any co-maker, endorser or guarantor of this Note, and Maker and each co-maker, endorser and guarantor hereby expressly waive the benefit of any statute or rule of law or equity which would produce a result contrary to or in conflict with the foregoing. This Note may not be modified or amended orally, but only by an agreement in writing signed by the party against whom such agreement is sought to be enforced.

The parties hereto intend and believe that each provision in this Note comports with all applicable local, state, and federal laws and judicial decisions. However, if any provisions, provision, or portion of any provision in this Note is found by a court of competent jurisdiction to be in violation of any applicable local, state or federal ordinance, statute, law, or administrative or judicial decision, or public policy, and if such court would declare such portion, provision or provisions of this Note to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such portion, provision or provisions shall be given force and effect to the fullest possible extent that they are legal, valid and enforceable, and that the remainder of this Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were severable and not contained therein, and that the rights, obligations and interest of the Maker and the holder hereof under the remainder of this Note shall continue in full force and effect.

All terms, conditions and agreements herein are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance hereof, or otherwise, shall the amount paid or agreed to be paid to the holders hereof for the use, forbearance or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable laws. If, from any circumstances whatsoever, fulfillment of any provision hereof shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then in fact the obligation to be fulfilled shall be reduced to the limit of such validity, and if under any circumstances the holder hereof shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest.

This Note shall inure to the benefit of the Payee and its successors and assigns and shall be binding upon the undersigned and its successors and assigns. As used herein, the term "Payee" shall mean and include the successors and assigns of the identified payee and the holder or holders of this Note from time to time.

Maker acknowledges and agrees that (i) this Note and the rights and obligations of all parties hereunder shall be governed by and construed under the laws of the State of Illinois; (ii) that the obligation evidenced by this Note is an exempt transaction under the Truth-in-Lending Act, 15 U.S.C. Sec. 1601 et. seq.; (iii) that said obligation constitutes a "business loan" which comes within the purview of Ill. Rev. Stat. ch. 17, para. 6404, Sec. 4(1)(a)(1)(v); and (iv) that the proceeds of the loan evidenced by this Note will not be used for the purchase of registered equity securities within the purview of Regulation "Q" issued by the Board of Governors of the Federal Reserve System.

The obligations of the Maker of this Note shall be direct and primary and when the context or construction of the terms of this Note so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter. This Note shall be the joint and several obligation of all makers, co-makers, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

This Note shall be governed by and enforced in accordance with the laws of the State of Illinois.

Maker hereby irrevocably agrees and consents and submits to the jurisdiction of any court of general jurisdiction in the State of Illinois, but further agrees that any litigation, actions or proceedings will be litigated at the Payee's sole discretion and election only in courts having situs within the City of Chicago, State of Illinois, in any United States District Court located within the State of Illinois including the United States District Court for the Northern District of Illinois, Eastern Division, if such court shall have jurisdiction over the subject matter, with respect to any legal proceeding arising out of or related to this Note and irrevocably waives any right that may exist with respect to a jury or jury trial and right to transfer or change the venue.

BY SIGNING THIS NOTE, Maker accepts and agrees to the terms and covenants contained in this Note.

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Land Trust Maker

This Note is executed by the undersigned, 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 it is expressly understood and agreed by Payee and by every person now or hereafter holding this Note or claiming any right of security hereunder that nothing herein or in the Mortgage shall be construed as creating any liability on said Trustee personally to pay said Note or any interest that may accrue thereon, or to perform any covenants, either express or implied, herein contained, but nothing in the preceding portions of this paragraph shall limit Payee's right of recovery on this Note, the Mortgage and other Loan Documents against and out of the Real Estate and other collateral thereby conveyed by enforcement of the provisions hereof and of the Mortgage, nor in any way limit or affect the personal liability of any co-signer, endorser or guarantor of this Note and other Loan Documents.

EXECUTED AND DELIVERED at Chicago, Illinois as of this _____ day of _____, 1986

NBD Bank, F/K/A NBD Trust Company of Illinois,
not personally, but as Trustee
Trust No. 3436HP

By: _____

Name: _____

Title: _____

ATTEST [SEAL]

By: _____

Name: _____

Title: _____

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**Rider to Amended and Restated Mortgage Note
dated January 19, 1995**

Whereas, whenever in this Amended and Restated Mortgage Note ("Note") the word "Mortgage" is used, it shall mean for purposes of this Note, a Loan Modification Agreement dated January 19, 1995 in the amount of Two Hundred Ninety Seven Thousand Four Hundred Fifty Nine and 18/100's Dollars (\$297,459.18).

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