

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY  
AND RETURNED TO:  
GARY L. PLOTNICK, ESQ.  
SCHAIN, FIRSEL & BURNEY, LTD.  
222 North LaSalle Street  
Suite 1910  
Chicago, Illinois 60601

96417923

. DEPT-01 RECORDING \$29.00  
. T4012 TRAN 0826 06/03/96 14:43:00  
. 1957 CG \*-96-417923  
. COOK COUNTY RECORDER

## MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS

THIS MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS ("Modification") is made and entered into as of this 4th day of February, 1996, by RICHARD GREENBERG ("Mortgagor") to BANK OF AMERICA ILLINOIS, an Illinois banking corporation, formerly known as CONTINENTAL BANK, N.A., a national banking association (together with its successors and assigns, including each and every holder from time to time of the Note hereinafter described, the "Mortgagee" or "Lender").

### R E C I T A L S:

WHEREAS, Mortgagee has heretofore made a loan (the "Loan") to Mortgagor in the original principal amount of One Hundred Ninety Two Thousand Seven Hundred and Fifty Dollars (\$192,750.00); and

WHEREAS, the Loan is evidenced by a Mortgage Note in said principal amount dated as of February 4, 1993 (the "Note") made by Mortgagor and payable to Mortgagee; and

WHEREAS, the Note is secured by, among other things, a Mortgage, Assignment of Leases and Rents and Security Agreement dated as of February 4, 1993 by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on February 4, 1993 as Document No. 93098652 (the "Mortgage"); and

WHEREAS, to further evidence and secure the Loan, Mortgagor did execute and deliver to Mortgagee certain other documents including but not limited to a Loan Agreement between Borrower and Lender (collectively the "Other Security Documents"); and

WHEREAS, by Amendment to Mortgage Note of even date herewith (the "Note Modification") the Note was modified to modify the Interest Rate and extend the Maturity Date; and

WHEREAS, as a condition to the Note Modification, Mortgagee is requiring this Modification wherein the Mortgage and the Other Security Documents will be modified to refer to the Note as modified by the Note Modification. The Note, the Mortgage and the Other Security Documents are sometimes hereinafter referred to collectively as the "Loan Documents".

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NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Modification conflict with the terms and conditions of the original Mortgage and the Other Security Documents, the terms and conditions of this Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage and the Other Security Documents.

2. **Amendment to Mortgage.** Paragraph 2 on the first page of the Mortgage is hereby amended by deleting the phrase "February 4, 1996" therefrom and inserting the phrase "February 4, 1999" in its stead.

3. **References to Note.** From and after the date hereof (i) the Mortgage and the Other Security Documents shall be deemed to secure the Note as modified by the Note Modification; and (ii) any and all references in the Mortgage and the Other Security Documents to the Note shall be deemed to refer to the Note as modified by the Note Modification.

4. **References to Security Documents.** Any and all references in the Mortgage and the Other Security Documents to the Loan Documents shall from and after the date hereof be deemed to refer to such documents as modified by the Note Modification.

5. **Reaffirmation of Representations and Warranties.** Mortgagor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Mortgage and the Other Security Documents.

6. **Reaffirmance of Covenants.** Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and the Other Security Documents as herein modified.

7. **Laws of Illinois.** This Modification shall be covered and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

  
\_\_\_\_\_  
RICHARD GREENBERG

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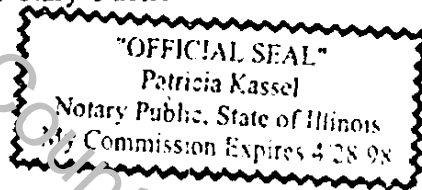
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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, Patricia Kassel, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD GREENBERG, personally known to me to be the same person whose name is subscribed to the foregoing **MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS**, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 4th day of February, 1996.

Patricia Kassel  
Notary Public



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## CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and hereby approves the foregoing Modification of Mortgage and Other Security Documents.

Dated: February 4, 1996.

BANK OF AMERICA ILLINOIS, an Illinois banking corporation, formerly known as CONTINENTAL BANK, N.A.

By: *Delbert W. Jones*  
Name: DELBERT W. JONES  
Its: VICE PRESIDENT

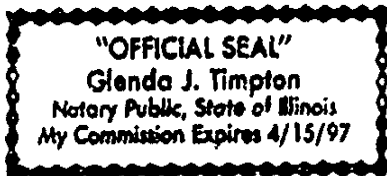
ATTEST:

By: *Kevin P. Harney*  
Name: KEVIN P. HARNEY  
Its: ASST VICE PRESIDENT

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, *Glenda J. Timpton*, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that *Delbert W. Jones*, *Vice President* of BANK OF AMERICA ILLINOIS, an Illinois banking corporation, formerly known as CONTINENTAL BANK, N.A. and *Kevin P. Harney*, *Asst Vice President* of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing CONSENT OF MORTGAGEE, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument, on behalf of the bank and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 4th day of February, 1996.



*Glenda J. Timpton*  
Notary Public

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## EXHIBIT "A"

### LEGAL DESCRIPTION

PARCEL 2107: THE WEST 14.95 FEET OF THE EAST 61.43 FEET OF LOTS 22, 23 AND 24, TAKEN TOGETHER AS A SINGLE TRACT OF LAND IN BLOCK 2 IN SHERMAN'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

GARAGE PARCEL 4: THE SOUTH 9.10 FEET OF THE NORTH 37.31 FEET (EXCEPT THE EAST 79.61 FEET THEREOF) OF LOTS 22, 23 AND 24, TAKEN TOGETHER AS A SINGLE TRACT OF LAND, IN BLOCK 2 IN SHERMAN'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 14-31-122-023  
14-31-122-024

COMMONLY KNOWN AS: 2107 WEST WEBSTER  
CHICAGO, ILLINOIS

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