

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

06417924

. DEPT-01 RECORDING \$31.00
. T#0012 TRAN 0826 06/03/96 14:43:00
. #1958 + CG *-96-417924
. COOK COUNTY RECORDER

SECOND MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS

THIS SECOND MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS ("Modification") is made and entered into as of this 4th day of February, 1996, by RICHARD GREENBERG (referred to as "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 Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00); and

WHEREAS, the Loan is evidenced by a Mortgage Note in said principal amount dated as of November 4, 1992 (the "Original Note") made by Mortgagor and payable to Mortgagee, which was modified by a First Amendment dated November 4, 1995, which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 11, 1996, as Document Number 96029544 ("First Amendment"; the Original Note and First Amendment shall be collectively referred to as the "Note"); and

WHEREAS, the Note is secured by, among other things, a Mortgage, Assignment of Leases and Rents and Security Agreement dated as of November 4, 1992 by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on November 12, 1992 as Document No. 92848744 (the "Mortgage"), which was modified by the First Amendment; 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

7393229 02.11

3/16
11/11

06417924

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

WHEREAS, by Second 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".

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 or the First Amendment, 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 and the First Amendment.

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.

CS 217924

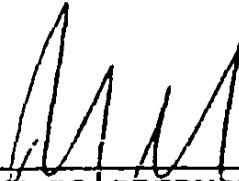
UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

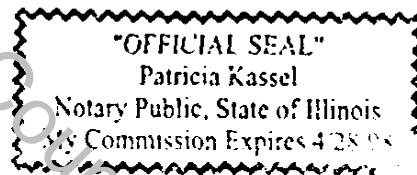
UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

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 **SECOND 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



UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and hereby approves the foregoing Second 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

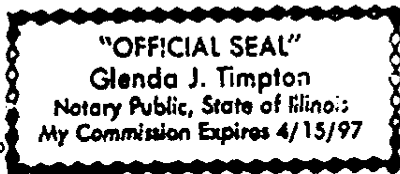
ATTEST:

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

glp loans green l 2220

25417924

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

UNIT NUMBER B-3 IN CATHEDRAL PLACE ON WEBSTER CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 14 AND 15 IN BLOCK 2 IN SHERMAN'S ADDITION TO HOLSTEIN IN 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

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM MADE BY STATE BANK OF COUNTRYSIDE, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 12, 1991, AND KNOWN AS TRUST NO. 91-1102, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 92452484, TOGETHER WITH ITS RESPECTIVE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF P-2, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 92452484.

PERMANENT INDEX NUMBER: 14-31-122-015
14-31-122-016

COMMONLY KNOWN AS: 2129 WEST WEBSTER UNIT B-3
CHICAGO, ILLINOIS

UNOFFICIAL COPY

Property of Cook County Clerk's Office