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. COOK COUNTY RECORDER

LOAN MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 18th day of November of 1996, by and between James R. Lasky, A Bachelor (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 19, 1994 for full value received, James R. Lasky, A Bachelor executed and delivered to Mortgagee a Promissory Note in the principal amount of THIRTY THOUSAND DOLLARS AND 00/100 (\$30,000.00) (hereinafter called the "Note"), and secured the payment thereof by granting to Mortgagee, among other things, a certain Mortgage (hereinafter called the "Mortgage"), 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 20, 1994, as Document No. 9482067, with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

LOT 30 IN BLOCK 7 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-06-411-018

Property Address: 1082 N. Marshfield, Chgo., IL. 60622

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 18, 1996 is \$29,990.63.

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

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Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A", and that the lien of the Mortgage, as herein modified, is a valid, first and subsisting lien on said Mortgaged Premises.

E. Whereas, said Note has reached maturity as of September 19, 1995 and was extended under a Promissory Note dated September 19, 1995, it was agreed to extend the loan to September 19, 1996 that the interest rate on said loan would remain the same as all other terms and provisions of the Note and Mortgage and Assignment of Rents would remain in full force and effect;

F. Whereas, said Note has reached maturity as of September 19, 1996 and was extended under a Promissory Note dated September 19, 1996, it was agreed to extend the loan to September 19, 1997 that the interest rate on said loan would remain the same as all other terms and provisions of the Note and Mortgage and Assignment of Rents would remain in full force and effect;

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 Mortgage dated September 19, 1994 and recorded September 20, 1994 is hereby modified as follows:

A. The principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage will be amended from \$180.00 to \$1,030,000.00.

B. The word indebtedness is hereby amended and will mean all principal and interest payable under the Note and any amounts expended or advanced by lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this mortgage. In addition to the Note, the word "indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may

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be or hereafter may become otherwise enforceable. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed \$1,030,000.00.

C. It is hereby agreed by the undersigned that mortgage dated September 19, 1994 and recorded September 20, 1994 as document number 94820672 shall have no maturity date.

D. It is hereby agreed by the undersigned that the promissory note dated January 12, 1996 from North Community Bank to grantor in the amount of \$20,000.00 will also be secured by the Mortgage dated September 19, 1994, and recorded September 20, 1994 as document number 94820672 with the Recorder of Deeds of Cook County, Illinois covering the property more commonly known as 1082 N. Marshfield, Chicago, Illinois 60622.

i. It is further agreed that the maturity date of this note will be extended from January 12, 1997 to September 19, 1997.

ii. Effective February 12, 1997, borrower will begin a monthly repayment schedule of a fixed principal payment of \$1,666.67 plus accrued interest until maturity of note.

E. It is hereby agreed by the undersigned that mortgage dated September 19, 1994 and recorded September 20, 1994 as document number 94820672 will further secure a promissory note to grantor dated December 5, 1996 from North Community Bank due June 5, 1997 in the amount of \$20,000.00 and effective January 5, 1997, Grantor/Borrower will repay this promissory note in a monthly repayment schedule of a fixed principal and interest payment of \$3,444.80 until maturity of note.

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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 Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent 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.

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