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COOK COUNTY RECORDER

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FIRST AMENDMENT

29.00

THIS FIRST AMENDMENT (this "Agreement") is entered into and effective as of the 4th day of November, 1995 between RICHARD GREENBERG ("Borrower"), and BANK OF AMERICA ILLINOIS (formerly known as Continental Bank N.A.) ("Lender").

A. Borrower and Lender are parties to a Loan Agreement dated as of October 22, 1992 (the "Loan Agreement"), pursuant to which Lender agreed to make loans (each a "Loan" and collectively the "Loans") to Borrower in the aggregate principal amount of \$665,250.00. One of the Loans is evidenced by a Mortgage Note ("Note") executed by Borrower dated November 4, 1992 in the original principal amount of \$240,000.00 and secured by a Mortgage, Assignment of Leases and Rents, and Security Agreement ("Mortgage") executed by Borrower dated as of November 4, 1992 and recorded November 12, 1992 as Document No. 92-845744 in the Official Records of Cook County, Illinois covering certain improved real property situated in Cook County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof. Capitalized terms used herein and not otherwise defined are used as defined in the Loan Agreement.

B. Borrower has requested that Lender extend the maturity date of said Loan and amend the Note, and Lender is willing so to do on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Bank hereby agree as follows:

1. Extension of Maturity Date. The Maturity Date of said Loan is hereby extended from November 4, 1995 to February 4, 1996.

2. Amendment to Note. Article 1.1 of the Note is deleted in its entirety and replaced with the following:

1.1 Equal Installments of Principal and Fixed Interest. Prior to the Maturity Date or the Loan otherwise becoming due, interest shall accrue on the amount of the principal balance outstanding under this Note at the rate of seven and eighty-three one-hundredths percent (7.83%) per annum ("Interest Rate"). The

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November 1, 1995 installment shall consist of only the interest accrued on the outstanding principal balance. Thereafter, principal and interest shall be paid in equal installments of ONE THOUSAND NINE HUNDRED SEVENTY AND 52/100 (\$1,970.52) each commencing December 1, 1995 and continuing on the first (1st) day of each successive month until the Maturity Date (as defined below) at which time the entire outstanding principal indebtedness (as defined below) shall be due and payable in full. All installments of principal and interest shall be applied first to interest at the rate herein specified to the date of receipt of payment and the balance shall be applied on account of principal. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

3. Effectiveness. It shall be a condition to the effectiveness of this Agreement that (i) Borrower shall cause Chicago Title Insurance Company to issue an endorsement to the Title Policy insuring the continuing validity, priority and enforceability of the Mortgage after the recording of this Agreement and (ii) Borrower shall pay the costs and expenses described in Section 4 hereof.

4. Fees and Expenses. Borrower shall pay all costs, fees and expenses incurred in connection with this Agreement, including without limitation, title insurance premiums, recording fees and the Lender's attorney's fees and disbursements. Such costs, fees and expenses shall be paid by Borrower from its own funds and the proceeds of the Loan shall not be available for the payment of the same.

5. Miscellaneous.

5.1 Except as amended hereby, the Loan Agreement and the other Loan Documents are unmodified and in full force and effect in accordance with their terms.

5.2 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace all prior understandings and agreements. This Agreement may not be modified or amended orally, but only in a writing duly executed by both parties hereto.

5.3 This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

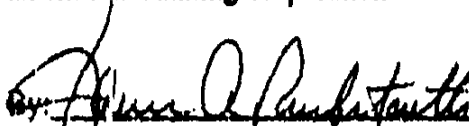
BORROWER:



Richard Greenberg

BANK:

BANK OF AMERICA ILLINOIS,
an Illinois banking corporation



Name:

Title:

Vice President

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:
Sandra J. Williams, Attorney-at-Law
Bank of America Illinois
231 S. LaSalle Street, 14L
Chicago, IL 60697

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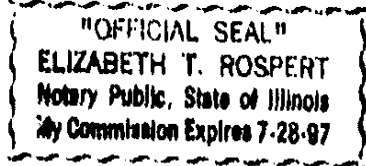
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STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

On 12-15-95 before me, a notary public in and for such state, personally appeared Richard Greenberg, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Elizabeth T. Rospert* (Seal)

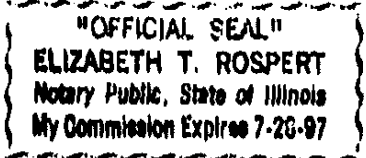


STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

On 12-15-95 before me, a notary public in and for such state, personally appeared James A. Ruckstaetter, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Elizabeth T. Rospert* (Seal)



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BOX 333-C11

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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.

Property Address: Unit B-3, 2129 West Webster, Chicago, Illinois

Permanent Index Nos. 14-31-122-032-1005
 14-31-122-018

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