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96258195



FIRST CHICAGO
The First National Bank of Chicago

After recording, mail to:
The First National Bank of Chicago
1825 West Lawrence Avenue
Chicago, Illinois 60640
Attn: Commercial Real Estate Loan Dept.

DEPT-01 RECORDING 431.00
T00012 TRAN 9972 04/04/96 11:30:00
#3919 CG # -96-258195
COOK COUNTY RECORDER

LOAN MODIFICATION AGREEMENT

DATE: March 8, 1996

WHEREAS American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated September 30, 1991 and known as Trust No. RV-011405, and Arthur R. Martin and Janice S. Martin, husband and wife, (collectively "Borrower"), jointly and severally if more than one, are justly indebted to THE FIRST NATIONAL BANK OF CHICAGO ("Lender"), having its principal office in Chicago, Illinois, under its loan No. 5632838627-18, originally in the sum of Three Hundred Ninety Thousand and no/100 Dollars (\$390,000.00) as established by a Note, a Mortgage and an Assignment of Leases and Rents and a Security Agreement and Security Assignment under Land Trust ("Security Documents") all dated October 29, 1991; the Mortgage and the Assignment of Leases and Rents recorded in the Office of the Recorder of Deeds/Registrar of Titles of Cook County, Illinois, as Document Nos. 91578680 and 91578681, against the property legally described on Exhibit B attached hereto:

and hereby referred to as part of this Agreement, and;

WHEREAS, the undersigned owner of said premises does hereby request this Loan Modification Agreement.

NOW, THEREFORE, it is hereby agreed by the parties hereto that the Note is hereby modified and amended in its entirety by the Revised Note in the amount of \$369,040.53 ("Revised Note"), a copy of which is attached hereto as Exhibit A. The undersigned hereby promises to pay the indebtedness in accordance with the terms provided in the Revised Note. On March 1, 2001 ("Maturity Date"), any remaining indebtedness, if not sooner paid, shall be due and payable. The Mortgage and all security documents ("Security Documents") are hereby modified and amended to secure the Revised Note and all references to the Note in the Security Documents are modified and amended to refer to the Revised Note in place of the Note. In all other respects said Mortgage and Security Documents shall remain in full force and effect and the undersigned, his or their heirs, assigns and representatives, shall be obligated to pay the same.

BORROWER:

Arthur R. Martin
Arthur R. Martin

Janice S. Martin
Janice S. Martin

American National Bank and Trust Company
of Chicago, as Trustee in and for said

By: _____
Title: _____
I hereby certify that the undersigned is authorized to execute and deliver this instrument and to perform all the provisions of the Trustee's Exculpatory Letter attached hereto and hereby certify that:

LENDER:

THE FIRST NATIONAL BANK OF CHICAGO

By: Wayne E. Wilgus
Title: Vice President

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BOX 333-CTI

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Officers the day and year first above written.

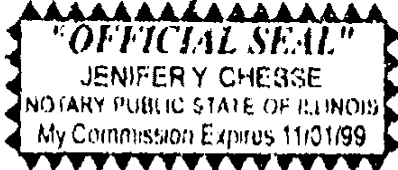
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee, as aforesaid, and not personally,

By Michael Wang
Michael Wang, Trust Officer

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify Michael Wang an officer of American National Bank and Trust Company of Chicago personally known to me to be the same person whose names is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer said of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this (date) MAR 28 1996



Jenifery Chesse
NOTARY PUBLIC

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FIRST CHICAGO
The First National Bank of Chicago

STATE OF ILLINOIS |
| ss.
COUNTY OF _____ |

I, the undersigned, a Notary Public in and for said county and state, DO HEREBY CERTIFY that _____ of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE, personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 19____.

My Commission Expires: _____

Notary Public

The terms and conditions contained in this instrument shall govern the execution of this instrument and shall be deemed to be the true and correct copy of the original instrument as the same appears on file in the office of the undersigned.

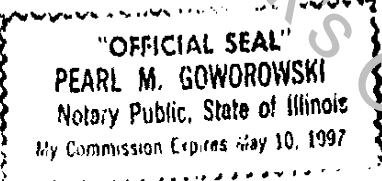
STATE OF ILLINOIS |
| ss.
COUNTY OF Cook |

I, the undersigned, a Notary Public in and for said county and state, DO HEREBY CERTIFY that ARTHUR R. MARTIN and JANICE S. MARTIN, husband and wife, personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 21st day of March, 1996.

My Commission Expires: May 10, 1997

Pearl M. Goworowski
Notary Public



STATE OF ILLINOIS |
| ss.
COUNTY OF _____ |

I, the undersigned, a Notary Public in and for said county and state, DO HEREBY CERTIFY that _____ of THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 19____.

My Commission Expires: _____

Notary Public

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FIRST CHICAGO
The First National Bank of Chicago

EXHIBIT A

TERM LOAN NOTE
(5-YEAR Fixed Rate)
(REVISED NOTE)

\$369,040.53

Date: March 8, 1996

FOR VALUE RECEIVED, American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated September 30, 1991 and known as Trust No. RV 011405, and Arthur R. Martin and Janice S. Martin, jointly and severally, if more than one, (the "Borrower") promises to pay to the order of The First National Bank of Chicago (the "Bank"), the principal sum of Three Hundred Sixty Nine Thousand Forty and 53/100 Dollars (\$369,040.53) payable at its office in Chicago, Illinois in lawful money of the United States bearing interest from time to time as hereunder provided. Monthly payments on account of this Note shall be made in equal monthly installments representing principal and interest as provided below and shall be applied first to interest with the balance to principal.

Monthly payments on account of this Note are to be made in such amounts as are appropriate to amortize the original principal balance, by the level rate amortization method, over a term of 248 months. Payments on account of this Note shall be made as follows:

(a) On April 1, 1996 and on the first day of each month thereafter until Maturity Date (as defined below) there shall be paid \$3,046.64, which shall be applied first to interest at the rate of 8.00% per annum and the balance to principal.

(b) On March 1, 2001 ("Maturity Date"), the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

All interest on this promissory note shall be calculated on the basis of a 360-day year and shall be charged for the actual number of days elapsed. The Borrower shall have the right from time to time upon 2 days' notice in writing to the Bank to prepay the unpaid balance of this Note or in the inverse order of the maturity thereof any installment or installments due hereunder, prior to the expressed maturity thereof by paying, in addition to the principal amount of such prepayment, the interest accrued on the amount prepaid. Prepayments shall not affect the duty of Borrower to pay all installments when due or change the amount of such installments and shall not affect or impair the right of Bank to pursue all remedies available to Bank under this Note.

Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest is not paid within ten (10) days after the date the same is due, the undersigned promises to pay a "Late Charge" of five (5%) percent of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

In consideration of the granting of the loan evidenced by this promissory note, the Borrower hereby agrees as follows:

1. Representations and Warranties. The Borrower represents and warrants that (a) all financial statements and other information heretofore furnished to the Bank are true and correct and fairly reflect the financial condition of the Borrower at the dates thereof, including contingent liabilities of every type, which financial condition has not changed materially and adversely since such dates; (b) neither the making of this note nor the performance by the Borrower of the obligations hereunder will violate any provision of law or any agreement, indenture, note or other instrument binding upon the Borrower or give cause for acceleration of any indebtedness of the Borrower; (c) no agreement, indenture, note or other instrument binding upon the Borrower contains any provision prohibiting the creation of a mortgage, pledge, lien, security interest or any other encumbrance upon any of the assets of the Borrower; (d) all authority from or approval by any governmental body, commission or agency, State or Federal, requisite to the making or validity of this note has been obtained; (e) the Borrower has filed all United States federal tax returns and all other tax returns which are required to be filed and has paid all taxes due pursuant to said returns or pursuant to any assessment received by the Borrower, and no tax liens have been filed and no claims are being asserted with respect to any such taxes; (f) there is no litigation or proceeding pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower which might materially adversely affect the financial condition of the Borrower or the ability of the Borrower to perform its obligations under this note; (g) this loan is made solely to acquire or carry on a business or commercial enterprise of Borrower, and (h) margin stock (as defined in Regulation U) constitutes less than 25% of those assets of the Borrower which are subject to any limitation on sale, pledge, or other restriction hereunder.

2. Affirmative Covenants. The Borrower will (a) duly pay and discharge all taxes or other claims which might become a lien upon any of the property owned by Borrower, except to the extent that such liens are being appropriately contested in good faith and an adequate reserve for payment thereof is being maintained; (b) carry on and conduct the Borrower's business in substantially the same manner and in substantially the same fields as such business is now and has heretofore been carried on and conducted; (c) comply with all applicable statutes, rules and regulations; (d) pay all Federal or State stamp or issuance taxes, if any, payable or ruled to be payable by reason of the execution, delivery or issuance hereof under any now existing or hereafter enacted Federal or State statute and the Borrower will at all times indemnify and hold harmless the Bank against any liability in respect thereof; (e) furnish such financial statements to the Bank as it may from time to time reasonably request; and (f) use the proceeds of the loan evidenced by this note for refinancing of existing debt on real estate, and in this connection the Borrower warrants that no part of the proceeds of this note will be used directly or indirectly for the purpose of purchasing or carrying any stock in violation of any of the provisions of Regulation U of the Board of Governors of the Federal Reserve System.

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The First National Bank of Chicago

EXHIBIT A - continued

3. Defaults. This note and all installments hereof shall, at the option of the Bank (and automatically in the case of clause (a) below), immediately mature and become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, upon the occurrence of any one or more of the following events:

- (a) Any representation or warranty in connection with this note shall be materially false as of the date on which made.
- (b) Any installment of interest or principal of this note or of any other debt owing by the Borrower shall not be paid when due.
- (c) The Borrower shall fail to comply with any provision of Paragraph 2 hereof, which failure is not remedied within 10 days after receipt of written notice from the Bank.
- (d) Any individual guarantor of the indebtedness represented hereby shall die or any corporate guarantor shall fail to maintain its corporate existence.
- (e) The Borrower or any guarantor of the indebtedness represented hereby shall have an order for relief entered with respect to it under the Federal Bankruptcy Code similar state law or be adjudicated a bankrupt or an insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of its creditors; or the Borrower or any such guarantor shall apply for or consent to the appointment of any receiver, trustee, or similar officer for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Borrower or any such guarantor, as the case may be, and such appointment shall continue undischarged for a period of 60 days; or the Borrower or any such guarantor shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Borrower or any such guarantor and shall remain undischarged for a period of 60 days; or the Borrower or any such guarantor shall fail to pay or otherwise discharge any one or more judgments or attachments against any one or more of them.

4. Setoff. Any indebtedness due from the legal holder hereof to the Borrower may be appropriated and applied hereon after any expressed or accelerated maturity hereof.

5. Amendments, Remedies, etc. No delay or omission of the Bank to exercise any right or power hereunder shall impair such right or power or be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right or power shall not preclude other or further exercise thereof or the exercise of any other right; and no waiver shall be valid unless in writing signed by the Bank, and then only to the extent in such writing specifically set forth. All remedies hereunder or by law afforded shall be cumulative and all shall be available to the Bank until it and other liabilities of the Borrower have been paid in full in lawful money.

6. Miscellaneous. This note shall be binding upon the Borrower and inure to the benefit of the lender, from time to time, of this note, and its or their respective heirs, personal representatives, successors and assigns. This note is accepted in Chicago, Illinois and shall be governed by the internal laws (and not the law of conflicts) of the State of Illinois, giving effect, however, to relevant laws applicable to national banks. THE BORROWER HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING HEREUNDER.

American National Bank and Trust Company of Chicago,
as Trustee as aforesaid and not personally

By _____
Title:

Arthur R. Martin

Janice S. Martin

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The First National Bank of Chicago

EXHIBIT B

LEGAL DESCRIPTION:

The East 55 feet of the West 65 feet of Lot 6 (except the North 8 feet of said Lot dedicated for an alley as shown by the Plat recorded as Document Number 4545768) in Block 2 in Clark and McConnell's Addition to Lake View, a Subdivision of Lots 31 and 32 in Pine Grove, a Subdivision of fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 620-22 West Aldine, Chicago, Illinois 60657

P.L.N.: 14-21-309-046

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