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SECOND LOAN MODIFICATION AND EXTENSION AGREEMENT

This Loan Modification and Extension Agreement ("Agreement") made as of October ^{25th} 1995, by and between COMERICA BANK-ILLINOIS, a successor-in-interest to STATE BANK OF LAKE ZURICH ("Bank"); AMERICAN NATIONAL BANK & TRUST COMPANY, successor-Trustee to Comerica Bank-Illinois as Trustee under Trust Agreement dated February 29, 1988, and known as Trust No. 88-0008 ("Mortgagor"); THIRD LAKE COMMERCIAL VENTURE, an Illinois general partnership ("Beneficiary"); and STANLEY LEE FRY and THIRD LAKE COMMERCIAL VENTURE (sometimes collectively referred to herein as "Guarantors").

DEPT-01 RECORDING \$45.50
 T50003 TRAN 6164 04/16/96 16:16:00
 W I T N E S S E T H: 8418 1/2 LIT #--96-285384
 COOK COUNTY RECORDER

WHEREAS, Mortgagor is the owner of the real estate described in Exhibit A attached hereto and incorporated herein by reference ("Real Estate"). Beneficiary is the sole beneficiary of Trust Agreement dated February 29, 1988 and known as Trust No. 88-0008;

DEPT-10 PENALTY \$42.00

WHEREAS, on March 30, 1988, Mortgagor executed and delivered to Bank its Promissory Note in the principal amount of \$250,000.00 to evidence a loan in that amount ("Note");

WHEREAS, to secure payment of that Note extended by Bank, the following documents were executed and delivered to Bank:

1. A Mortgage on the Real Estate commonly known as Route 45, Village of Third Lake, Illinois, that was recorded in the Lake

m. Cahill
 35 W. Wacker Dr. Ste 3230
 Chgo IL 60601

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County Recorder of Deeds on April
6, 1988, as Document No. 2670903
("Mortgage");

2. A Collateral Assignment of Beneficial
Interest in Land Trust No. 88-0008 that
was executed by Beneficiary and delivered
to Bank; and

3. Personal and Continuing Guaranties that
were executed by Guarantors and delivered
to Bank;

WHEREAS, the Note initially matured on August 2, 1994.
The parties executed a Loan Extension Agreement extending the
maturity date of the Note to November 2, 1994. This Loan
Extension Agreement was recorded on October 18, 1994, in the
Lake County Recorder of Deeds as Document No. 3604119 ("Loan
Extension Agreement");

WHEREAS, the Mortgage, Note and Loan Extension Agreement
and any other loan documents related thereto are hereby
incorporated by reference and made a part hereof;

WHEREAS, Beneficiary and Guarantors have requested Bank
to modify and extend the terms of the payment of the
indebtedness due Bank from Mortgagor and Guarantors, as
evidenced by the Note and Guaranties;

NOW, THEREFORE, the parties hereto in consideration of
the foregoing and of the mutual covenants herein contained
set forth and agree as follows:

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1. The recitals contained in this Agreement are made a part hereof.

2. The Mortgage and Note are hereby extended to October 31, 1996.

3. Concurrently with the execution of this Agreement and in consideration for the extension of the Mortgage and Note set forth herein, Guarantor Stanley Lee Fry ("Fry") shall pay all accrued interest due on the loan in the amount of \$27,435.98 as of September 29, 1995, plus interest as it accrues through the date of the execution of this Agreement at the per diem rate of \$66.35.

4. Concurrently with the execution of this Agreement and in consideration for the extension set forth herein, Guarantor Fry shall prepay all interest due on the Note through October 31, 1996. The rate of interest will be at a fixed rate of ten percent (10%) on the balance of \$245,000.00 [the per diem rate of this interest is \$68.05]. The amount Guarantors shall pay is \$24,908.33. If the indebtedness due Bank shall be paid in full by prior to the October 31, 1996 maturity date, any prepaid interest accruing after the date of full payoff shall be applied to the principal balance due Bank.

5. Concurrently with the execution of this Agreement and in consideration for the extension set forth herein, Guarantor Fry shall pay all outstanding real estate taxes due on the Real Estate and provide proof of such payment to Bank.

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It is expressly understood that all real estate taxes include both installments of the 1993 and 1994 real estate taxes on the Real Estate.

6. Concurrently with the execution of this Agreement and in consideration for the extension set forth herein, Guarantor Fry shall pay Bank for all costs incurred by Bank in this matter, including the following:

(a) The cost of the appraisal on the Real Estate in the amount of \$2,000.00;

(b) The Phase I Environmental Audit in the amount of \$4,280.47; and

(c) Legal fees in the amount of \$1,760.00 and costs in the amount of \$925.78

7. Mortgagor, Beneficiary and Guarantors agree that if the indebtedness due Bank is not paid in full to Bank by the maturity date of October 31, 1996, Mortgagor, Beneficiary and Guarantor shall agree to the entry of a Judgment of Consent Foreclosure in any foreclosure proceedings on the Real Estate or a Deed in Lieu of Foreclosure, however Bank, at its sole option, decides to proceed on the Real Estate. Concurrently with the execution of this Agreement, Beneficiary and Guarantors shall execute stipulations and Letters of Direction as to the entry of a Judgment of Consent for Foreclosure in favor of Bank if the balance is not paid in full by the October 31, 1996 maturity date.

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8. Guarantors, jointly and severally and unconditionally, reaffirm their Guaranties of the obligations of Mortgagor to Bank under the provisions of the Note, Loan Extension Agreement and other loan documents. The Guaranties executed by Guarantors shall remain in full force and effect against Guarantors.

9. All the terms and provisions of the Mortgage, Note, Loan Extension Agreement and other loan documents shall remain in full force and effect, except as modified by this Agreement. The provisions of this Agreement shall not alter, amend, change, modify or discharge any of the other covenants and conditions contained in the Mortgage, Note, Loan Extension Agreement and other loan documents executed in connection with the making of the Mortgage, which Mortgagor, Beneficiary and Guarantors hereby expressly agree to be bound by and hereby reaffirm all the terms, covenants and conditions in said Mortgage and Note, and hereby acknowledge their legal benefit and consideration for this Agreement.

10. All the terms, covenants, conditions and agreements herein shall bind and the benefits and advantages shall inure to the successors and assigns of Guarantors and to the heirs, executors, administrators and assigns of Guarantors.

11. This Agreement shall be recorded in the Lake County Recorder of Deeds and Guarantors shall pay all costs of recording with this Agreement.

12. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

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13. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement.

14. This Agreement shall be governed by and construed under and enforced in accordance with the internal laws (as opposed to the conflicts of law provisions) and decisions of the State of Illinois.

15. No waiver, modification or amendment, or any provision of this Agreement shall be deemed effective unless specifically made in writing and duly signed by the party to be bound thereby.

16. No failure or delay on the part of Bank to exercise any right, power or privilege hereunder or under any instrument executed pursuant hereto shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. This Agreement is executed by American National Bank & Trust Company of Chicago, not personally, but as successor-Trustee to Comerica Bank-Illinois, as Trustee under Trust Agreement dated February 29, 1988, and known as Trust No. 88-

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0006, in the exercise of the power and authority conferred upon and vested in it as such Trustee. American National Bank & Trust Company of Chicago hereby warrants that it possesses full power and authority to execute this Agreement, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on American National Bank & Trust Company of Chicago, personally, to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the parties have executed this Second Loan Modification and Extension Agreement as of the day and year first above written.

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BANK:

COMERICA BANK-ILLINOIS,
a successor-in-interest to
STATE BANK OF LAKE ZURICH

By: _____

Its: _____

GUARANTOR:

THIRD LAKE COMMERCIAL
VENTURE

By: _____

Its: _____

MORTGAGOR:

AMERICAN NATIONAL BANK &
TRUST COMPANY OF CHICAGO,
successor-Trustee to
Comerica Bank-Illinois, not
personally but solely as
Trustee under Trust
Agreement dated February 29,
1988 and known as Trust No.
88-0008

By: _____

Its: _____

GUARANTOR:

STANLEY LEE FRY

BENEFICIARY

THIRD LAKE COMMERCIAL
VENTURE

By: _____

Its: _____

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, Notary Public in the State and County aforesaid, does hereby certify that Paul Ponticelli as Second Vice President of COMERICA BANK-ILLINOIS, a successor-in-interest to STATE BANK OF LAKE ZURICH, personally known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that he/she signed and delivered the Agreement as his/her own free and voluntary act and as the free act of said Trustee, for the uses and purposes therein set forth.

Given under my hand and notary seal this 26th day of October, 1995.



Sheila M. Keating
Notary Public

Notary's Office

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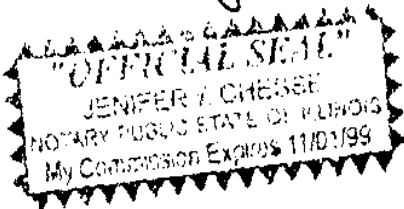
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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, Notary Public in the State and County aforesaid, does hereby certify that ~~James S. [unclear]~~ _____

as KEST VP _____ of AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Trustee as aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that he/she signed and delivered the Agreement as his/her own free and voluntary act and as the free act of said Trustee for the uses and purposes therein set forth.

Given under my hand and notary seal this 16th day of April, 1996



[Signature]
Notary Public

Notary Public's Office

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, Notary Public in the State and County aforesaid, does hereby certify that Stanley Lee Fry as an officer of THIRD LAKE COMMERCIAL VENTURE, an Illinois general partnership, personally known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that he/she signed and delivered the Agreement as his/her own free and voluntary act and as the free act of said Trustee, for the uses and purposes therein set forth.

Given under my hand and notary seal this 25th day of October, 1995.



Sheila M. Keating
Notary Public

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, Notary Public in the State and County aforesaid, does hereby certify that Stanley Lee Fry of STANLEY LEE FRY, personally known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that he signed and delivered the Agreement as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this 25th day of October, 1995.



Sheila M. Keating
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

PERMANENT INDEX NUMBERS:

07-19-300-028, 07-19-100-034, 07-19-100-037, AND 07-19-100-041

COMMON ADDRESS:

VACANT LAND, ROUTE 45, VILLAGE OF THIRD LAKE, ILLINOIS

THAT PART OF THE SOUTH 1/2 OF LOT 2 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF LOT 2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF LOT 2 OF THE SOUTHWEST 1/4 OF SECTION 19 AFORESAID, A DISTANCE OF 647.73 FEET EAST OF THE SOUTHWEST CORNER THEREOF (SAID POINT BEING THE SOUTHEAST CORNER OF LEE FRY'S MARINER'S COVE UNIT ONE, A SUBDIVISION RECORDED OCTOBER 16, 1979 AS DOCUMENT 2628150); THENCE NORTH 10 DEGREES 00 MINUTES 08 SECONDS EAST ALONG THE EASTERLY LINE OF SAID SUBDIVISION A DISTANCE OF 816.47 FEET; THENCE NORTH 09 DEGREES 02 MINUTES 55 SECONDS EAST ALONG THE EASTERLY LINE OF SAID SUBDIVISION A DISTANCE OF 165.50 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF LOT 2 OF THE SOUTHWEST 1/4 OF SAID SECTION 19 A DISTANCE OF 551.12 FEET TO THE CENTERLINE OF U.S. ROUTE 45; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID U.S. ROUTE 45 TO THE EAST LINE OF LOT 2 IN THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 251.54 FEET TO THE SOUTH LINE OF DRUCE LAKE SUBDIVISION (RECORDED SEPTEMBER 9, 1914 AS DOCUMENT 155153, IN BOOK "J" OF PLATS, PAGE 2); THENCE WEST ALONG THE SOUTH LINE OF SAID DRUCE LAKE SUBDIVISION TO THE WATER'S EDGE OF DRUCE LAKE; THENCE SOUTHERLY ALONG SAID WATER'S EDGE TO THE NORTHERLY LINE OF LANDS CONVEYED BY DOCUMENT 1739433; THENCE SOUTH 58 DEGREES 30 MINUTES EAST 290.0 FEET; THENCE SOUTH 03 DEGREES 30 MINUTES EAST 140.0 FEET; THENCE SOUTH 08 DEGREES 30 MINUTES WEST 74.52 FEET TO THE SOUTHERN MOST CORNER OF LAND CONVEYED BY SAID DOCUMENT 1739433; THENCE NORTH 53 DEGREES 42 MINUTES WEST ALONG THE SOUTHWESTERLY LINE OF LANDS CONVEYED BY SAID DOCUMENT 1739433, A DISTANCE OF 14 FEET, MORE OR LESS, TO A NORTHEASTERLY CORNER OF SAID LEE FRY'S MARINER'S COVE UNIT ONE; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LEE FRY'S MARINER'S COVE UNIT ONE TO THE POINT OF BEGINNING. IN LAKE COUNTY, ILLINOIS

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11/18/2010