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. DEPT-01 RECORDING \$33.00
. T:0012 TRAM 5669 06/27/97 12:58:00
. 20780 \$ ER *-97-466647
. COOK COUNTY RECORDER

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This instrument is prepared by and
after recording should be returned to:

Lynn Haschak
First Eagle National Bank
1040 W. Lake Street
Hanover Park, IL 60103

33 in

FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Loan Documents ("First Amendment"), is made this 29th day of APRIL, 1997 by THOMAS M. MAREING, DDS ("Borrower"); and FIRST EAGLE NATIONAL BANK, a national banking association, ("Lender").

- A. On APRIL 29, 1992 Lender made a loan (the "Loan") in the amount of SIXTY FOUR THOUSAND and xx/100 Dollars (\$64,000.00). The loan was evidenced by the note ("Note") of Borrower dated April 29, 1992 in the principal amount of SIXTY FOUR THOUSAND and xx/100

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- B. The Note was secured by a Mortgage ("Mortgage"), dated **APRIL 29, 1992** and recorded as document no. **R92-295273** with the Recorder of Deeds, Cook County, Illinois ("The Recorder") which created a **FIRST** lien on the property ("Property") located at **4702 S. Pulaski, Chicago, IL**, which is legally described on **Exhibit A** attached hereto and made a part hereof.
- C. The Note was secured by an Assignment of Rents ("Assignment of Rents"), dated **APRIL 29, 1992** and recorded as document no. **R92-295274** with the Recorder of Deeds, Cook County, Illinois ("The Recorder") on the property ("Property") located at **4702 S. Pulaski, Chicago, IL**, which is legally described on **Exhibit A**.
- D. Borrower wishes to (i) extend the Maturity Date of the Note to **APRIL 29, 2004**; (ii) Modify the Repayment terms of Note to 84 payments of \$824.09. The payments include principal and interest; (iii) change the interest rate to 9.15%

Lender has agreed to **EXTEND THE MATURITY DATE, MODIFY THE REPAYMENT TERMS OF THE NOTE, AND CHANGE THE INTEREST RATE**, subject to the following covenants, agreements, representations and warranties.

NOW THEREFORE, for and in consideration of the covenants, agreements, representations and warranties set forth herein, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above shall be incorporated herein, as if set forth in their entirety.
2. **Maturity Date.** The Maturity Date of the Loan shall be extended to **APRIL 29, 2004**.
3. **Repayment Terms.** The Repayments Terms shall be modified to 84 payments of \$824.09. The payments shall include principal and interest.

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4. **Interest Rate.** The interest rate shall be modified to 9.15% per annum.
5. **Notices to Lender.** All notices shall be given to Lender at the following address:

Eric Missil, AVP
First Eagle National Bank
1040 W. Lake Street
Hanover Park, IL 60103
fax: 630/893-3803
5. **Modification of Documents.** The Note, Mortgage, and other loan documents shall be deemed to be modified to reflect the modifications and amendments set forth in PARAGRAPH D, 2, 3 & 4.
6. **Extension Fee.** In consideration of Lender's agreement to **EXTEND THE MATURITY DATE, MODIFY REPAYMENT TERMS OF THE NOTE, AND CHANGE THE INTEREST RATE**, as aforesaid, Borrower has agreed and shall pay Lender upon Borrower's execution hereof, an extension fee in the amount of ONE & 00/100 DOLLAR (\$1.00).
7. **Restatement of Representations.** The undersigned hereby restate and reaffirm each and every representation, warranty, covenant and agreement made by them in the Note, Mortgage, and other Loan Documents.
8. **Defined Terms.** All capitalized terms which are not defined shall have the definitions ascribed to them in the Note, Mortgage, and other Loan Documents.
9. **Documents Unmodified.** Except as modified hereby, the Note, Mortgage, Assignment of Rents, and other Loan Documents shall remain unmodified and in full force and effect.

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10. **Waiver of Right of Redemption to Mortgage.** The following language shall be added to the Mortgage:

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, Borrower HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b), AS NOW ENACTED OR AS MODIFIED, AMENDED OR REPLACED, OR ANY SIMILAR LAW EXISTING NOW OR AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF Borrower AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

11. **Waiver of Right of Redemption to Assignment.** The following language shall be added to the Assignment of Rents:

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS Assignment, Borrower HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF Borrower AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF Borrower AND ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS Assignment.

BORROWER RATIFIES AND CONFIRMS HIS OBLIGATIONS AND LIABILITIES UNDER THE NOTE, MORTGAGE, AND OTHER LOAN DOCUMENTS. HE ACKNOWLEDGES NO DEFENSES, CLAIMS, SETOFFS AGAINST THE ENFORCEMENT BY LENDER.

IN WITNESS WHEREOF, this First Amendment was executed by the undersigned as of the date and year first set forth above.

BORROWER:


THOMAS M. MAREING, DDS


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**LENDER:
FIRST EAGLE NATIONAL BANK**

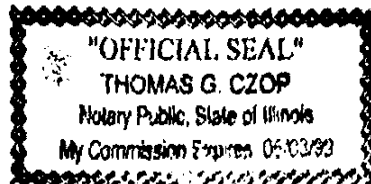
By: 
ERIC MISSIL, AVP

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Eric Missil, Assistant Vice-President, of FIRST EAGLE NATIONAL BANK**, a national banking association, 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 Official Seal this 18th day of June, 1997.


Notary Public



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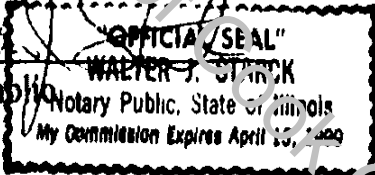
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STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **THOMAS M. MAREING**, appeared before me this day in person and acknowledged that they 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 Official Seal this 30th day of May, 1997.

Walter J. Stark
Notary Public



OFFICIAL SEAL
WALTER J. STARK
Notary Public, State of Illinois
My Commission Expires April 25, 2000

County Clerk's Office

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EXHIBIT A

THAT PART OF LOT 2 LYING WEST OF A LINE DRAWN 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 10, IN BLOCK 1 IN WILLIAM A. BOND AND COMPANY'S ARCHER HOME ADDITION BEING A RESUBDIVISION OF BLOCKS 1 TO 16 INCLUSIVE IN WILLIAM A. BOND'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4702 SOUTH PULASKI, CHICAGO, IL. The Real Property tax identification number is 19-10-207-051-0000.

PIN 19-10-207-051-0000

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