

UNOFFICIAL COPY

3950
22

WHEREAS, the Note matures and is fully due and payable on June 15, 1997; and

WHEREAS, the Note is secured by other documents dated June 15, 1995 executed by Borrower, all being collectively referred to as "Collateral Documents"; and

WHEREAS, the Note is secured by a Mortgage, Assignment of Rents and Security Agreement dated June 15, 1995 and recorded July 26, 1995 in the offices of the Cook County, Illinois, Recorder of Deeds as Document Number 95487898 ("Mortgage") encumbering the premises legally described on Exhibit A, attached hereto and made a part hereof ("Real Estate"); and

WHEREAS, Borrower jointly and severally executed that certain Note dated July 15, 1995 made payable to Lender in the principal amount of \$762,802.68 ("Note"); and

UNDERSTANDINGS

This EXTENSION AND MODIFICATION AGREEMENT ("Agreement") is dated as of this 15th day of June, 1997, and is between TCF NATIONAL BANK ILLINOIS, a national banking association ("Lender") with an office located at 6353 West 55th Street, Chicago, Illinois 60638, JOSEPH COZZI and TCF NATIONAL BANK ILLINOIS, not personally, but as successor trustee under Trust Agreement dated August 2, 1990 and known as Trust No. 90-8-3 (collectively referred to as "Borrower"), with an office address 4015 South Ashland Avenue, Chicago, Illinois 60609, and ANTOINETTE COZZI and JOHN COZZI, SR. (collectively the "Guarantor"). *successor trustee by merger to Bank of Chicago/Carlisle Ridge.

(The Above Space For Recorder's Use Only)

TCF NATIONAL BANK ILLINOIS
EXTENSION AND
MODIFICATION AGREEMENT

DEPT-01 RECORDING \$39.50
147777 TRAH 7635 07/30/97 12:01:00
17278 DR *-97-551477
COOK COUNTY RECORDER

97551477

97551477

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

WHEREAS, as of June 15, 1997, the outstanding principal balance due and payable under the Note is \$242,670.90; and

WHEREAS, Borrower desires to extend the time for payment of the Note, Mortgage and Collateral Documents, and Lender is willing to do so under the terms of this Agreement; and

WHEREAS, Guarantor has guaranteed full repayment of the indebtedness due from Borrower under that certain Secured Guaranty dated March 13, 1997.

NOW THEREFORE, in consideration of the Understandings set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Understandings set forth above are made a part of and incorporated into this Agreement.
2. Lender agrees to an extension of payment of the Note to September 28, 1997 ("Maturity"), so long as Borrower shall pay: (a) beginning on June 15, 1997, successive monthly installments of principal and interest in the amount of \$2,973.53, payable on the fifteenth day of each month beginning June 15, 1997, until Maturity, and interest after maturity, whether by acceleration or otherwise, at the rate of five percent (5.0%) in excess of the Interest Rate then in effect under the Note; and (b) with delivery of this Agreement all costs associated with this extension, including, without limitation, all recording, title endorsement and attorney fees incurred by Lender in connection herewith ("Costs").
3. Borrower jointly and severally agree to the extension and the conditions set forth above and shall pay Lender, at the address of Lender (a) the monthly installments of principal and interest as provided for in 2(a) above; (b) the entire outstanding principal balance due under the Note on September 28, 1997, plus accrued interest on the principal balance remaining from time to time unpaid at the per annum rate under the Note, and interest after maturity, whether by acceleration or otherwise, at the rate of five percent (5.0%) in excess of the Interest Rate then in effect under the Note; and (c) the Costs; and (d) all other fees, costs or expenses as may otherwise become due under the Note, Mortgage this Agreement and related Collateral Documents.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

4. Borrower jointly and severally agree that Lender's security interests created under and all representations, warranties and covenants of any of Borrower set forth in the Note, Mortgage and all other Collateral Documents shall also be extended to September 28, 1997.

5. Borrower jointly and severally represent and warrant to Lender that as of the date of this Agreement (i) there is no Default (as such term is defined in the Note, Mortgage or Collateral Documents) or event which by the giving of notice would constitute a Default under any of the terms, provisions, conditions or covenants of the Note, Mortgage or Collateral Documents; and (ii) all real estate taxes and assessments, if any, due and owing with respect to the Real Estate have been fully paid to date hereof.

6. Borrower agree that if a Default (as such term is defined in the Note, Mortgage or Collateral Documents) shall occur under the Note, Mortgage or other Collateral Documents (the term "Collateral Documents" includes this Agreement) or if Borrower shall fail to perform any other covenant of Borrower under the Note, Mortgage or Collateral Documents, the entire outstanding principal balance secured by the Mortgage and all other Collateral Documents, together with all accrued interest thereon shall, at the option of Lender or of any other holder(s) of the Note, and without notice, become due and payable as if the extension hereunder had not been granted.

7. Except to the extent expressly modified under this Agreement, all other covenants, agreements, terms and provisions contained in the Note, Mortgage and all other Collateral Documents shall remain unchanged and in full force and effect. Borrower acknowledges and agrees that the extension granted by the Lender hereunder is a one time extension and that it is not the intention of the Lender to renew or extend the liabilities of Borrower at any time hereafter.

8. Guarantor acknowledges and reaffirms the duties, obligations and provisions of the Guaranty.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and upon their respective heirs, estates, legal representatives, successors and assigns.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"LENDER"

TCF NATIONAL BANK ILLINOIS,
a national banking association

By: [Signature]
Name: [Name]

ATTEST: [Signature]
Name: FRANETTE COZZI
Title: Commercial Loan Officer

"BORROWER"

[Signature]
JOSEPH COZZI

TCF NATIONAL BANK ILLINOIS,
not personally but as successor trustee* under
Trust Agreement dated August 2, 1990 and
known as Trust No. 90-8-3 *by merger to
Bank of Chicago/Garfield Ridge.

By: ** SEE ATTACHED ALLONGE RIDGER FOR TRUSTEE
Name: BY FACTORY AND SIGNATURE
Title: _____

"GUARANTOR"

[Signature]
JOHN COZZI SR.

[Signature]
ANTOINETTE COZZI

Attest:
By: _____
Name: _____
Title: _____

c.l. Williams & Co.

97551477

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/03/25

UNOFFICIAL COPY

**SEE ATTACHED ALLONGE RIDER FOR TRUSTEE NOTARY.

STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

I, the undersigned, Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that J.T. Deary, personally known to me to be the V.P. of TCF NATIONAL BANK ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he signed and delivered the said instrument, pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said institution, for the uses and purposes therein set forth.

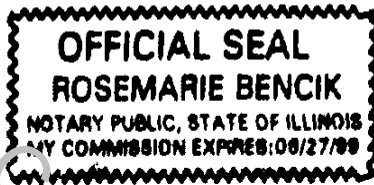
Given under my hand and official seal this 23rd day of JULY, 1997.

My Commission Expires:

6/27/99

Rosemarie Bencik
Notary Public

STATE OF Illinois)
)
COUNTY OF Cook) SS



I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH COZZI, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand Notarial Seal, this 23rd day of July, 1997.

Michelle A. Smith
Notary Public

My Commission expires:

4-30-2000



97551477

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A
PAGE 1

LEGAL DESCRIPTION:
PARCEL 1:

Lot 4 (except that part conveyed to Union Stock Yards and Transit Company and also except that part thereof falling in Ashland Avenue as widened also except that part described as follows: Beginning at the point of intersection of the East street line of South Ashland Avenue as widened with the Northerly line of the Southerly 30 feet of aforesaid Lot 4; thence Northerly along said East street line a distance of 48 feet; thence Northeasterly along an arc of a circle convexing Southeasterly and having a radius of 1.802 feet, a distance of 558.59 feet to a point on the Northerly line of the Southerly 30 feet of said Lot 4, said point being 593.27 feet East of and at right angles to the West line of the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian; thence Southwesterly along said Northerly line of the Southerly 30 feet of Lot 4, a distance of 569.57 feet to the place of beginning; also except that part described as follows:

Commencing at a point on the West line of said Northwest 1/4 of the Northwest 1/4 of Section 5 said point being 917.27 feet South of the North line of said Northwest 1/4 of the Northwest 1/4 of Section 5 measured along said West line; thence East and at right angles to said West line a distance of 45.47 feet to the East street line of South Ashland Avenue as widened which is the point of beginning; thence East along a line forming an angle of 88 degrees 23 minutes 41 seconds measured from South to East from East street line of South Ashland Avenue, a distance of 38.03 feet; thence South along a line 83.5 feet East of and parallel to said West line of the Northwest 1/4 of the Northwest 1/4 of Section 5, a distance of 91.80 feet; thence Easterly along a line forming an angle of 90 degrees 29 minutes 41 seconds measured from North to East from said parallel line a distance of 110.16 feet to an intersection with the proposed Northerly right-of-way line of the Union Stock Yards and Transit Company; thence Westerly along said proposed right-of-way line a distance of 146.45 feet to an intersection with the said East street line of South Ashland Avenue; thence Northerly along said East street line of South Ashland Avenue a distance of 113.54 feet to the place of beginning); in Circuit Court Partition of the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lot 5 (except that part lying Southeasterly of the following described line:

(Continued)

97551477

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

UNOFFICIAL COPY

EXHIBIT A PAGE 2

Commencing at a point on the line between Lot 4 and Lot 5 of the Circuit Court Partition which is distance 38.6 feet measured along said line between Lot 4 and Lot 5, West of the original 66 foot right-of-way of the Union Stock Yard and Transit Company of Chicago over and across the Northwest 1/4 of the Northwest 1/4 of said Section 5; running thence Northeasterly on a straight line a distance of 293.8 feet to a point; said straight line being parallel to and 15 feet measured at right angles Northwesterly from the Northwesterly right-of-way line of said original 66 foot right-of-way and running thence Northeasterly continuing on the same straight line to a point in the East line of said Lot 5 which is distance 16.38 feet measured along said East line of Lot 5, South of the Northeast corner of said Lot 5) in Circuit Court Partition of the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

Easement for the benefit of Parcel 1 aforesaid reserved by Warranty Deed from Superior Packing Company to City of Chicago dated December 29, 1954 and recorded April 20, 1955 as Document 16210202 described as the right at any time in the future to erect a live stock and cattle run in the air space over and across the following described property at a location to be selected by the grantor that will not interfere with the railroad operations.

The right to have access to the railroad tracks placed on the following described or abutting thereto: That part of Lot 4 of Circuit Court Partition of the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian described as follows:

Beginning at the point of intersection of the East street line of South Ashland Avenue as widened with the Northerly line of the Southerly 30 feet of aforesaid Lot 4; thence Northerly along said East street line a distance of 48 feet; thence Northeasterly along an arc of a circle convexing Southeasterly and having a radius of 2802 feet a distance of 558.59 feet to a point on the Northerly line of the Southerly 30 feet of said Lot 4; said point being 593.37 feet East of and at right angles to the West line of the Northwest 1/4 of the Northwest 1/4 of Section 5 aforesaid; thence Southwesterly along said Northerly line of the Southerly 30 feet of Lot 4, a distance of 569.57 feet to the place of beginning.

PARCEL 4:

Easement for the benefit of Parcel 1 aforesaid reserved by Warranty Deed from Superior Packing Company to City of Chicago dated December 29, 1954 and recorded April 20, 1955 as Document 16210202 on and over the surface of the following described property for accessibility to and from Ashland Avenue and should have

(Continued)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A
PAGE 3

the use of the surface of said property until such time as notified in writing by the Commissioner of Public Works that said property is required for further public use.

ALSO

The right to make a connection to the sewer to be constructed in said property for use of the abutting property upon the issuance of a permit therefor by the City and said connection to be in compliance with the provisions of the Municipal Code of Chicago and the rules and regulations of the Department of Water and Sewer of the City of Chicago; the right to maintain and locate a driveway and ingress and egress, as provided for in an agreement entered into by and between the grantor and grantee dated December 10, 1954 and approved by ordinance passed by the City Council of the City of Chicago on November 4, 1954 over that part of Lot 4 in Circuit Court Partition of the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian described as follows:

Commencing at a point on the West line of said Northwest 1/4 of the Northwest 1/4 of Section 5, said point being 977.27 feet South of the North line of said Northwest 1/4 of the Northwest 1/4 of Section 5 measured along said West line; thence East and at right angles to said West line a distance of 45.47 feet to the East street line of South Ashland Avenue as widened which is the place of beginning; thence East along a line forming an angle of 88 degrees 23 minutes 41 seconds measured from South to East from said East street line of South Ashland Avenue a distance of 38.03 feet; thence South along a line 83.5 feet East of and parallel to said West line of the Northwest 1/4 of the Northwest 1/4 of Section 5, a distance of 91.80 feet; thence Easterly along a line forming an angle of 90 degrees 23 minutes 41 seconds measured from North to East from said parallel line, a distance of 110.16 feet to an intersection with the proposed Northerly right-of-way line of the Union Stock Yards and Transit Company; thence Westerly along said proposed right-of-way line a distance of 146.45 feet to an intersection with the said East street line of South Ashland Avenue; thence Northerly along said East street line of South Ashland Avenue a distance of 113.54 feet to the place of beginning, all in Cook County, Illinois.

97551477

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/12/2011

UNOFFICIAL COPY

ALLONGE RIDER

This Rider is attached to and made a part of TCF NATIONAL BANK, ILLINOIS EXTENSION AND MODIFICATION AGREEMENT, dated June 15, 1997

This EXTENSION AND MODIFICATION AGREEMENT is executed by the undersigned, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and said Trustee hereby warrants in its individual capacity that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Note or any interest that may accrue thereon, on any indebtedness accruing hereunder, or to perform any covenant, representation, agreement, or condition, either expressed or implied herein contained, or with regard to any warranty contained in this EXTENSION AND MODIFICATION AGREEMENT except the warranty made in this paragraph, all such liability, if any, being expressly waived by Bank and by every person now or hereafter claiming any right or security hereunder; provided that nothing herein contained shall be construed in any way so as to affect or impair the lien of this EXTENSION AND MODIFICATION AGREEMENT or Bank's right to the foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies of Bank in any such foreclosure proceedings or other enforcement of the payment of the indebtedness secured hereby, out of, and from the security given therefore in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Bank under any other document or instrument evidencing, securing or guaranteeing the indebtedness secured hereby."

97551477

TCF National Bank Illinois, successor Trustee by merger to Bank of Chicago/Garfield Bldg
Not personally but as Trustee U/T/A
Dated August 2, 1990 A/R/A Trust No. 90-8-3

BY: George P. Lewis

ITS: ASST. Vice-President TR. officer

ATTEST:

BY: [Signature]

ITS: [Signature]

UNOFFICIAL COPY

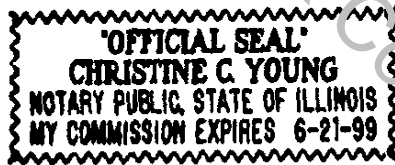
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of TCF NATIONAL BANK, ILLINOIS chartered state savings bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title as designated above, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth, pursuant to authority given by the Board of Directors of said Bank.

Given under my hand and Notarial Seal this 23rd day of July, 1997.



Christine C. Young
NOTARY PUBLIC



J. T. Downing
TCF National Bank, Illinois
6353 West 55th St.
Chicago, IL
60638

97551477

UNOFFICIAL COPY

Property of Cook County Clerk's Office