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MODIFICATION AGREEMENT

This Agreement made effective the 1st day of May, 1997, by and between:

. DEPT-01 RECORDING 449.50
. 126666 TRAN 2658 08/27/97 13:25:00
. 11868 IR *-97-628979
. COOK COUNTY RECORDER

- I. LA SALLE BANK NATIONAL ASSOCIATION, a/k/a LA SALLE BANK, N.A., f/k/a LaSalle Northwest National Bank, as successor to Columbia National Bank ("Lender");
- II. CUMBERLAND CHAPELS, LTD., an Illinois corporation, ("Borrower");
LaSALLE NATIONAL BANK, Successor Trustee For
- III. LASALLE NATIONAL BANK, N.A., not personally, but as Trustee u/t/a dated 3/12/92 known as Trust No. 01-3960, successor to Columbia National Bank of Chicago, as Trustee, u/t/a dated March 12, 1992, known as Trust No. 3960, successor to Parkway Bank & Trust Co., as Trustee, u/t/a dated May 7, 1984, known as Trust No. 6746 ("Mortgagor");
- IV. PETER M. MARTINO, LOUIS A. MARTINO, JR., ANTHONY J. LUPO, MICHAEL A. CARBONARA ("Guarantors").

RECITALS

A. Borrower and/or Mortgagor executed certain Notes and other Mortgage documents hereinafter referred extending and securing two outstanding loans made by Lender to Borrower referred to herein for convenience as "the existing loans".

B. The loans are guaranteed by the Guarantors.

C. Alex Carbonara, one of the original guarantors of the existing loans, died in 1997. Michael Carbonara has executed his personal guaranty in the stead of Alex Carbonara.

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D. Borrower, Mortgagor and Guarantors are desirous of restructuring the existing loans, and Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided. The two restructured loans are collectively referred to as "the modified loans".

E. The Mortgage, Assignment of Rent and certain of the Collateral securing the existing loans and the respective real estate affected are described as follows:

1. Mortgage dated April 20, 1987 made by Parkway Bank & Trust Co., Trustee, under a Trust Agreement dated May 7, 1984 and known as Trust No. 6746, registered with the Cook County Registrar of Titles on June 25, 1987 as Document No. 3629428 and Assignment of Rents registered June 25, 1987 as Document #3629429. These documents were modified by a modification agreement/mortgage recorded August 28, 1992 in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 92-640268 and re-recorded on November 10, 1992 as Document No. 92-837739 against property commonly described as 8300 W. Lawrence, Norridge, Illinois, legally described in Exhibit A attached hereto, Permanent Index Nos. 12-11-411-012, 013, 014, 015 and 016, securing a note in the original principal amount of \$1,440,000.00;

2. Collateral Assignment of Beneficial Interest dated April 20, 1987;

3. The Loans evidencing the present debt are:

a. \$1,440,000.00 Mortgage Loan with a current balance of \$1,218,851.08;

b. \$100,000.00 Term Loan with a current balance of \$68,339.72;

4. The loan documents, executed May 1, 1997 (except for the guaranties by the guarantors which are continuing) are superseded by this Modification Agreement.

In consideration of the premises and other good and valuable consideration, including the extension and modification of the existing loans and upon the express condition that the lien of the mortgage held by Lender is a valid first and subsisting lien against the premises thereby affected and that Lender shall retain a first secured collateral assignment of beneficial interest position and that the execution of this Modification Agreement will not impair the lien of said mortgage or Lender's first secured Collateral Assignment of Beneficial Interest and that there is no existing second mortgage or other

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liens subsequent to any lien of any mortgage held by lender or referred to herein that will not be paid in full and released concurrently herewith (for breach of which conditions or either of them, this Modification Agreement shall not take effect and shall be void), it is mutually agreed as follows:

1. Each term in the Mortgage, Assignment of Rent and Collateral Assignment of Beneficial Interest described above is made a part hereof as though fully set forth herein for the primary purpose of securing the \$1,287,190.80 total restructured loans referred to herein and shall secure the modified loans in amounts not to exceed the amount set forth in said recorded documents.

2. The notes referred to in Paragraph D3 are hereby modified as follows:

Effective on and including July 1, 1997, the principal sum and interest shall be payable as follows:

- a. The Mortgage Loan shall be payable in monthly installments of \$15,005.96 principal and interest at an interest rate of 8.4% per annum, based on a 10 year amortization schedule. On July 1, 2002, the interest rate will change to 235 basis points over the prevailing five-year Treasury rate. The principal and all accrued interest shall be due and payable July 1, 2004.
- b. The Term Loan shall be payable in installments of \$2,088.00 monthly in principal and interest payments at an interest rate of 9.250%, based on a 5 year amortization schedule. The principal and all accrued interest shall be due and payable May 25, 2000.

3. Except for the modifications stated herein, each note and loan document, including each individual guaranty, is not otherwise changed, modified or amended.

4. The Premises described in the Mortgage shall remain in all events subject to the lien, charge or encumbrance of said Mortgage effected thereby, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of, or warranty of title in the Mortgage, or the priority thereof over liens, charges, encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Note and/or Mortgage, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, including the Collateral Assignment of Beneficial Interest, held by Lender as security for or evidence of the aforesaid indebtedness.

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5. This Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

6. The Mortgagor, Borrower and Guarantor hereby ratify and confirm their respective obligations and liabilities under each Note, Mortgage, Guaranty, Collateral Assignment of Beneficial Interest and related loan documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-offs against the enforcement by Lender of the respective obligations and liabilities of the Trustee and/or Co-Maker under each Note, Mortgage, Guaranty, Collateral Assignment of Beneficial Interest and related loan document, as so amended.

7. Each of the Guarantors' guarantees shall remain in full force and effect.

8. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

9. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid Modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

10. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

11. This Modification Agreement is executed by the Trustee, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this Modification Agreement shall be construed as creating any personal liability on said Trustee.

12. This Modification Agreement is expressly made conditional upon the receipt by Lender of an MAI appraisal by an appraiser acceptable to Lender indicating that the premises described in the Mortgage, have a current value of not less than 75% of the existing loans. In the event such appraisal has not been received by Lender on or before November 1, 1997, this Modification Agreement shall, at the option of Lender, become null and void and the existing loans shall become immediately due and payable in their entirety.

13. Borrower agrees to pay Lender a fee of one-half percent of the balance of the existing loans upon execution of this Agreement.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

LA SALLE BANK NATIONAL ASSOCIATION,
a/k/a LA SALLE BANK, N.A.,
f/k/a LaSalle Northwest National Bank,
as successor to Columbia National Bank

By: William P. Esaris

Attest: _____

CUMBERLAND CHAPELS, LTD., an Illinois
corporation

By: Peter M. Martino
Peter M. Martino

Title: President

By: Louis A. Martino, Jr.
Louis A. Martino, Jr.

Title: Secretary/Treasurer

By: Anthony J. Lapo
Anthony J. Lapo

Title: Vice President

By: Michael A. Carbonara
Michael A. Carbonara

Title: Vice President

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Attest: _____

THE RITIER ATTACHED HERETO AND MADE A PART HEREOF
LA SALLE NATIONAL BANK, not personally,
but as Successor Trustee, under Trust No. 01-3960

By: *James B...*
VICE PRESIDENT

Attest: *Robert...*
Assistant Secretary

GUARANTORS:

Peter M. Martino
Peter M. Martino

Louis A. Martino Jr.
Louis A. Martino, Jr.

Anthony J. Lupo
Anthony J. Lupo

Michael A. Carbonara
Michael A. Carbonara

THIS DOCUMENT IS SUBJECT TO THE PROVISIONS OF THE FEDERAL RESERVE ACT, NOT PERSONALLY BUT ONLY AS TO THE EXTENT TO WHICH THE FEDERAL RESERVE ACT APPLIES TO THIS INSTRUMENT.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT William J. Cesario personally known to me as officer of LA SALLE BANK NATIONAL ASSOCIATION, a/k/a LA SALLE BANK, N.A., f/k/a LaSalle Northwest National Bank, as successor to Columbia National Bank, a national banking corporation, and _____ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ and _____ of said corporation, they executed this agreement, pursuant to authority, given by the Board of Directors of said corporation, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of May, 1997.



Diane Waters
Notary Public

97628979

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Peter M. Martino, personally known to me as President of CUMBERLAND CHAPELS, LTD., an Illinois corporation, and 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 President of said corporation, he executed this agreement, pursuant to authority, given by the Board of Directors of said corporation, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of May, 1997.



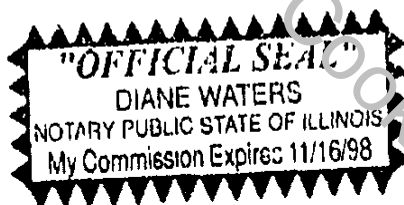
Diane Waters
Notary Public

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Louis A. Martino, Jr., personally known to me as Secretary/Treasurer of CUMBERLAND CHAPELS, LTD., an Illinois corporation, and 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 Secretary/Treasurer of said corporation, he executed this agreement, pursuant to authority, given by the Board of Directors of said corporation, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1ST day of May,
 1997.



Diane Waters

 Notary Public

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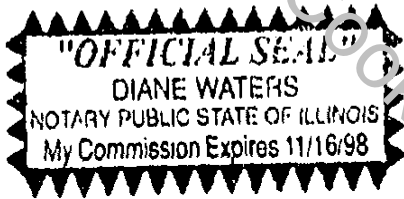
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Anthony J. Lupo, personally known to me as Vice President _____ of CUMBERLAND CHAPELS, LTD., an Illinois corporation, and 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 of _____ said corporation, he executed this agreement, pursuant to authority, given by the Board of Directors of said corporation, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of May, 1997.



Diane Waters
Notary Public

97628979

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael A. Carbonara, personally known to me as Vice President of CUMBERLAND CHAPELS, LTD., an Illinois corporation, and 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 of _____ said corporation, he executed this agreement, pursuant to authority, given by the Board of Directors of said corporation, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of May, 1997.



Diane Waters
Notary Public

County of Cook Clerk's Office

97628979

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STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT PETER M. MARTINO, LOUIS A. MARTINO, JR., ANTHONY J. LUPO and MICHAEL A. CARBONARA, personally known to me to be the same person whose name is subscribed to the foregoing instrument, personally appeared before me this day and of his own free will, subscribed his name to the foregoing instrument for the uses and purposes therein contained.

Given under my hand and notarial seal this 1st day of May, 1997.



Diane Waters
Notary Public

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING, RETURN TO:

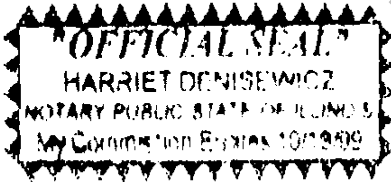
EUGENE A. DI MONTE
DI MONTE SCHOSTOK & LIZAK
1300 WEST HIGGINS ROAD
SUITE 200
PARK RIDGE, ILLINOIS 60068

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Corinne Hal personally known to me as VICE PRESIDENT of LA SALLE NATIONAL BANK, as Trustee under Trust No. 01-3960, a national banking corporation, and Deborah Carbon, Asst., secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such VICE PRESIDENT and Asst. secretary of said corporation, they executed this agreement, pursuant to authority, given by the Board of Directors of said corporation, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of August, 1997.



Harriet Denise Wicz
Notary Public

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EXHIBIT A

PIN: 12-11-411-012, 013, 014, 015 and 016

PARCEL 1:

LOT 231 IN CUMBERLAND HEIGHTS, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT NUMBER 1314083.

THE TITLE TO THE LAND HAS BEEN REGISTERED UNDER AN ACT CONCERNING LAND TITLES, KNOWN AS THE TORRENS ACT.

CERTIFICATE: 1449689

VOLUME: 2903-2

PAGE: 345

PARCEL 2:

LOT 232 IN CUMBERLAND HEIGHTS, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT NUMBER 1314083.

THE TITLE TO THE LAND HAS BEEN REGISTERED UNDER AN ACT CONCERNING LAND TITLES, KNOWN AS THE TORRENS ACT.

CERTIFICATE: 1449689

VOLUME: 2903-2

PAGE: 345

PARCEL 3:

LOT 230 IN CUMBERLAND HEIGHTS, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT NUMBER 1314083.

THE TITLE TO THE LAND HAS BEEN REGISTERED UNDER AN ACT CONCERNING LAND TITLES, KNOWN AS THE TORRENS ACT.

CERTIFICATE: 1449693

VOLUME: 2903-2

PAGE: 347

PARCEL 4:

LOT 229 IN CUMBERLAND HEIGHTS, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT NUMBER 1314083.

THE TITLE TO THE LAND HAS BEEN REGISTERED UNDER AN ACT CONCERNING LAND TITLES, KNOWN AS THE TORRENS ACT.

CERTIFICATE: 1449687

VOLUME: 2903-2

PAGE: 344

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PARCEL 5:
LOT 228 IN CUMBERLAND HEIGHTS, A SUBDIVISION IN THE WEST 1/2 OF
THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
REGISTERED AS DOCUMENT NUMBER 1314083.

THE TITLE TO THE LAND HAS BEEN REGISTERED UNDER AN ACT
CONCERNING LAND TITLES, KNOWN AS THE TORRENS ACT.

CERTIFICATE: 956825

VOLUME: 1917

PAGE: 413

Commonly Known As: 8300 W. Lawrence Avenue, Norridge, Illinois

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12/10/2010
1300 N. Dearborn
Chicago, IL 60610
ATTN: Mr. J. J. [unclear]