

# UNOFFICIAL COPY

97162679

MORTGAGE  
CORPORATE BORROWER

DEPT-01 RECORDING \$27.50  
120008 TRAN 4359 03/10/97 16:00:00  
#2532 #BJ \*-97-162679  
COOK COUNTY RECORDER

## MORTGAGE MODIFICATION AGREEMENT

WHEREAS, DOWNERS GROVE NATIONAL BANK, a national banking association, loaned EAGLE EYE CONSTRUCTION CO., INC. the sum of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$ 750,000.00), as evidenced by a note, and secured by a mortgage signed by DOWNERS GROVE NATIONAL BANK AS TRUSTEE UNDER TRUST #93-237 DATED 04/22/93 and delivered on DECEMBER 17, 1996, which document is duly recorded in the office of the Recorder of Deeds, COOK County, Illinois, as Document No. 97-019211, which note and mortgage hereby incorporated herein as a part of this instrument, and

DEPT-01 RECORDING \$27.50  
120008 TRAN 4363 03/10/97 16:26:00  
#2532 #BJ \*-97-162679  
COOK COUNTY RECORDER

WHEREAS, the property is legally described as follows:

See Exhibit "A" attached.

WHEREAS, the undersigned owner of said premises, desires a modification of the terms of said loan and said DOWNERS GROVE NATIONAL BANK, has agreed to the terms of said loan modification as herein stated; and

WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding or the matter;

THEREFORE, it is hereby agreed that, as of the date of this Agreement, the unpaid balance of

RECEIVED IN THE COUNTY CLERK'S OFFICE

97162679

27-50  
8


# UNOFFICIAL COPY

Page 2  
Mtg. Modification/Eagle Eye  
February 10, 1997

said indebtedness is OF UP TO ONE MILLION AND NO/100 (DOLLARS) (\$1,000,000), all of which the undersigned promises to pay with interest at PRIME + 1.5 percent per annum until paid, and that the same shall be payable in the amount of INTEREST ONLY, PAYABLE MONTHLY, beginning on MARCH 30, 1997, to be applied first to interest, and the balance to principal. Any remaining unpaid principal and interest shall become due in full at maturity. This indebtedness is confirmed by a renewed and increased note for \$1,000,000 dated February 10, 1997.

It is further agreed that all terms and conditions contained in said note and mortgage not herein specifically modified, shall remain in full force and effect.

Signed, sealed and delivered this 10th day of February, 1997.

  
DOWNS GROVE NATIONAL BANK  
TRUSTEE UNDER TRUST #93-237  
Assistant Vice President and Trust Officer

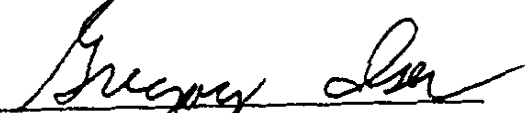
DOWNS GROVE NATIONAL BANK, as **Mortgagee**

This document is signed by Downers Grove National Bank, not individually, but solely as Trustee under Trust Agreement mentioned in said document. Said Trust Agreement is hereby acknowledged and any claims against said Trustee which may result from the signing of this document shall be deemed waived, out of any Trust property which may be held hereunder, and the undersigned, as Trustee of Downers Grove National Bank, generally, or as Trustee of the Trust Agreement, shall not be liable for any claims in said Trust. The undersigned hereby certifies that he is duly authorized by the terms and conditions of the Trust Agreement to execute this document on behalf of the Downers Grove National Bank. Any claim against the undersigned by the Downers Grove National Bank or any other party shall be deemed waived by the undersigned and all other parties to this document. The undersigned hereby certifies that the undersigned is duly authorized by the Board of Directors and all other parties to this document to execute this document on behalf of the Downers Grove National Bank, as Trustee. This Trust Agreement shall be deemed to be a part of the instrument of title created by the documents executed by Downers Grove National Bank, as Trustee.

BY: Chas E. Anderson, Sr. VP

## CONSENT TO LOAN MODIFICATION

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including any original unreleased borrower or borrowers hereby consent to the foregoing loan modification.

  
GREGORY ISER

97162679

RECEIVED IN BAD CONDITION

UNOFFICIAL COPY

Page 3  
Mtg. Modification/Eagle Eye  
February 10, 1997

RECEIVED IN BAD CONDITION

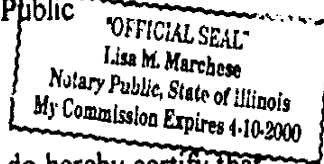
STATE OF ILLINOIS  
COUNTY OF DeKalb

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Charles E. Smith, Senior Vice President and Trust Officer TRUSTEE of Downers Grove National Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trustee then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of Feb. 19 97.

Notary Public

STATE OF ILLINOIS  
COUNTY OF DeKalb



I, the undersigned, a Notary Public in and for said County and State, do hereby certify that CHARLES E. SMITH, SENIOR VICE PRESIDENT OF DOWNERS GROVE NATIONAL BANK, a national corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being duly authorized, signed and delivered said instrument 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 10th day of Feb. 19 97.

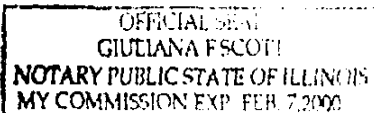
Notary Public

STATE OF ILLINOIS  
COUNTY OF DeKalb

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that GREGORY ISER, personally known to me to be the same person(s) whose name IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of February 19 97.

Notary Public



97162679

97162679

# UNOFFICIAL COPY

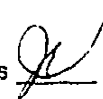
UNIT 18250-1S IN EAGLE'S NEST CONDOMINIUMS OF TINLEY PARK, AS DELINEATED ON THE SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN EAGLE'S UNIT 2 RESUBDIVISION, BEING A SUBDIVISION IN SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED 10/26/93 AS DOCUMENT 93-859224, IN COOK COUNTY, ILLINOIS, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME.

P.I.N. 28-31-416-006-1007 (28-31-493-999-1007)

PROPERTY COMMONLY KNOWN AS: 18250 EAGLE DRIVE, UNIT 18240-1S  
TINLEY PARK, IL

RECEIVED IN BAD CONDITION

INITIALS



97162679

951626809