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COOK COUNTY RECORDER

Above space for Recorder's use

THIS INSTRUMENT PREPARED BY:) John T. Huntington
) McBride Baker & Coles
) Suite 1000
) One Mid America Plaza
MAIL THIS INSTRUMENT TO:) Oakbrook Terrace, IL 60181

LOAN ASSUMPTION AND SECOND MODIFICATION AND EXTENSION AGREEMENT

Dated as of March 1, 1997

THIS LOAN ASSUMPTION AND SECOND MODIFICATION AND EXTENSION AGREEMENT (this "Agreement") is made and dated to be effective this 1st day of March, 1997, by and among

SUBURBAN BANK & TRUST COMPANY, a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts in the State of Illinois, not personally, but as Trustee under the provisions of a deed or deeds in trust recorded and delivered to said Bank pursuant to a Trust Agreement dated March 1, 1996 and known as Trust Number 1082, having an address at 150 Butterfield Road, Elmhurst, Illinois 60126

(herein, whether one or more, and if more than one jointly and severally, for convenience referred to as the "Borrower"), and

THE NORTHERN TRUST COMPANY (formerly known as the Northern Trust Bank/DuPage), an Illinois banking corporation, whose address is One Oakbrook Terrace, Oakbrook Terrace, Illinois 60181

(herein, together with its successors and assigns, including each and every holder from time to time of the Note hereinafter defined, called the "Lender"), and

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THE CHICAGO TRUST COMPANY

F/K/A

CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation,
whose address is 171 North Clark Street, Chicago,
Illinois 60601

(hereinafter referred to as the Trustee).

WITNESSETH:

WHEREAS, the Borrower is the holder of the title to the real estate (hereinafter referred to as the "mortgaged premises") located in Cook County, Illinois legally described as follows:

Lots 1, 2, 3, 4 and 5 in Block 4 in Komarek's West 22nd Street 7th Addition, being a Subdivision in the North 1040 feet of the East half of the East half of the North East quarter of Section 28, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Tax No.: 15-28-208-020-0000

Commonly known as: 3100 South 25th Avenue
Broadview, Illinois 60153

WHEREAS, the LA SALLE NATIONAL BANK, a banking association duly organized and existing under the laws of the United States, and duly authorized to accept and execute trusts in the State of Illinois, not personally, but as Trustee under the provisions of a deed or deeds in trust recorded and delivered to said Bank pursuant to a Trust Agreement dated October 22, 1975 and known as Trust Number 49597 (hereinafter referred to as the "Mortgagor"), did on or about November 3, 1975 execute and deliver a Trust Deed to the Lender, which Trust Deed was thereafter recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 24, 1975 as Document Number 23335312, conveying the mortgaged premises to secure payment of Note identified to the Trust Deed, which Note is also dated November 3, 1975 and was made by Borrower in the original principal amount of ONE HUNDRED FORTY-SIX THOUSAND TWO HUNDRED FIFTY AND NO/100S DOLLARS (\$146,250.00); and

WHEREAS, the LA SALLE NATIONAL TRUST, N.A., successor Trustee to Mortgagor, the Lender and the Trustee executed that certain Loan Modification and Extension Agreement dated as of March 1, 1992, which agreement was thereafter recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 24, 1992 and Document Number 92458248, for the purpose of modifying the terms of the Trust Deed and modifying and extending the terms of payment of the Note thereby secured; and

WHEREAS, Borrower acquired title to the mortgaged premises subject to the Trust Deed made by Mortgagor, and is willing to

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assume responsibility for the payment of the indebtedness thereby secured subject to the terms hereof; and

WHEREAS, the Lender is the holder of the Note(s), made by Mortgagor, secured by, among other collateral, the above described Trust Deed, as heretofore modified; and

WHEREAS, the Lender and Borrower wish to further modify the terms of the Note(s), Trust Deed, and other documents given to evidence and/or secure the indebtedness hereinafter described (hereinafter collectively referred to as the "Loan Documents");

NOW THEREFORE, in consideration of the mutual promises and undertakings herein contained, it is hereby agreed by and between the Lender, the Borrower and the Trustee as follows:

1. **Loan Modification.** The parties hereby agree to modify the terms of payment of the indebtedness in the original face amount of ONE HUNDRED FORTY-SIX THOUSAND TWO HUNDRED FIFTY AND NO/100S DOLLARS (\$146,250.00), evidenced by the Note of Mortgagor dated November 3, 1975, and secured by the above described Trust Deed, as heretofore modified.

2. **Current Loan Balance.** The amount remaining unpaid on the indebtedness is EIGHTY THOUSAND SIXTY-SIX AND 13/100S DOLLARS (\$80,066.13).

3. **Modified Interest Rate.** Borrower promises to pay to the order of Lender said remaining indebtedness of EIGHTY THOUSAND SIXTY-SIX AND 13/100S DOLLARS (\$80,066.13), together with interest from March 1, 1997, on the balance of principal remaining from time to time unpaid at the following rates per annum, computed daily on the basis of a 360 day year for each day all or any part thereof shall remain unpaid:

- (a) The balance of principal remaining from time to time unpaid hereunder prior to default or maturity shall bear interest at the rate (hereinafter sometimes called the "Regular Rate") of EIGHT AND ONE-TENTH PER CENT (8.10%) per annum.
- (b) In the event there shall occur (i) any default hereunder or any default of Event of Default under the terms of any instrument given to evidence or secure the payment of the original indebtedness, as herein modified, or (ii) maturity of the indebtedness, whether by lapse of time, acceleration, declaration or otherwise, then in any such event, the entire principal balance outstanding shall thereafter bear interest at an annual rate (hereinafter sometimes called the "Default Rate") equal to THREE PER CENT (3.00%) in excess of the Regular Rate.

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4. Modified Payment Schedule. Principal and interest at the Regular Rate upon the indebtedness shall be paid in monthly installments as follows:

- (a) Commencing on the first (1st) day of April, 1997, and continuing on the first (1st) day of each consecutive month thereafter, to and including the first (1st) day of February, 2002, there shall be paid monthly installments (including interest, and the balance of such payment in principal) in the amount of SIX HUNDRED SEVENTY-FOUR AND 70/100S DOLLARS (\$674.70);
- (b) On March 1, 2002, the entire principal balance of the indebtedness remaining outstanding, together with the balance of accrued but theretofore unpaid interest at the above rates, shall be due and payable.

THIS IS A BALLOON OBLIGATION AND ON THE MATURITY DATE A SUBSTANTIAL PORTION OF THE PRINCIPAL AMOUNT OF THIS OBLIGATION WILL REMAIN UNPAID BY THE MONTHLY PAYMENTS ABOVE SPECIFIED.

BORROWER AND ANY CO-MAKER, GUARANTOR OR SURETY UNDERSTAND AND AGREE THAT THE OBLIGATION IS PAYABLE IN FULL ON THE MATURITY DATE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE BORROWER AND ANY CO-MAKER, GUARANTOR OR SURETY WILL BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THEY MAY OWN, OR THEY WILL HAVE TO FIND A LENDER WILLING TO LEND THEM THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER OR LOWER THAN THE INTEREST RATE ON THIS OBLIGATION. IF THE OBLIGATION IS REFINANCED AT MATURITY, THE BORROWER AND ANY CO-MAKER, GUARANTOR OR SURETY MAY HAVE TO PAY SOME OR ALL CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF THEY OBTAIN FINANCING FROM THE SAME LENDER.

5. Prepayment Premium. All amounts owed by Borrower to Lender under the Note and Trust Deed, as the same are herein modified, may, at Borrower's election, be prepaid, in whole or in part, from operating cash flow of the mortgaged premises, from insurance proceeds or condemnation awards as provided in the Mortgage, or from the proceeds of the sale of the mortgaged premises, without penalty or premium, at any time and from time to time prior to maturity. All amounts owed by Borrower to Lender under the Note and Trust Deed, as the same are herein modified, may, at Borrower's election, be prepaid from a refinancing of the Borrower's indebtedness by another financial institution or from any source other than the operating cash flow or proceeds of insurance, condemnation or a sale of the mortgaged premises, upon thirty (30) days prior written notice to Lender, and upon payment to Lender of a premium equal to one percent (1.0%) of the outstanding principal balance of the indebtedness secured by the Trust Deed as of the date of prepayment.

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6. **Payments.** Borrower agrees to pay both principal and interest in the coin or currency provided for in the Mortgage, to the Lender at One Oakbrook Terrace, Oakbrook Terrace, Illinois 60181, or to such other place as the Holder of the Note(s) secured by the Trust Deed may, from time to time, appoint.

7. **Ratification of Loan Documents.** This Agreement is supplementary to said Trust Deed, and other instruments granting collateral supplementary thereto, and the Note(s) secured thereby. All of the provisions thereof, including the right to declare principal and accrued interest due for any cause specified therein, shall remain in full force and effect except as herein expressly modified. The Borrower agrees to perform all the covenants of the Borrower in said Trust Deed, as heretofore modified. The provisions of this Agreement shall inure to the benefit of any Holder of said Note(s) and shall bind the successors, heirs, personal representatives and assigns of the Borrower.

8. **Further Renewals, Extensions or Modifications.** The Trust Deed and other collateral given to secure payment of the Note(s), as hereby amended, shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness thereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals, extensions, modifications or change in the terms or the rate of interest shall not impair in any manner the validity of or priority of the Trust Deed, nor release the Borrower or any Co-maker, Surety or Guarantor of the indebtedness thereby secured from personal liability, if assumed, for the indebtedness thereby secured.

9. **Waiver and Release of Claims/Disclaimer of Reliance.** Borrower represents to Lender that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against the Lender in connection with the Loan Documents or any extensions or modifications thereof or any action taken or not taken by the Lender with respect thereto. Without limiting the generality of the foregoing, and in consideration of Lender's agreements hereunder, Borrower hereby releases and forever discharges the Lender, its affiliates and each of their officers, agents, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), from and against any and all liability, rights, claims, losses, expenses, or causes of action, known or unknown, arising in conjunction therewith. Borrower also waives, releases and forever discharges the Released parties and each of them from and against any and all known or unknown rights to setoff, defenses, claims, counterclaims, causes of action another bar to the enforcement of this Agreement or the Loan Documents. Borrower expressly disclaims any reliance on any oral representation made by the Lender with respect to the subject matter of this Agreement.

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10. **Conditions.** The agreements to be made by the Lender hereunder shall be conditioned upon the upon the occurrence of the following events:

- (a) This Agreement shall have been fully executed and delivered by the Borrower;
- (b) Lender shall have received a currently dated Guaranty from each and every Co-Maker, Guarantor and/or Surety that has an obligation with respect to the indebtedness, interest thereon and such other costs and obligations of Borrower provided for in the Note(s), Trust Deed or any other instrument given to secure payment of such indebtedness;
- (c) This Agreement shall, at Borrower's expense, be recorded in the Office of the Recorder of Deeds of Cook County, Illinois;
- (d) Lender shall have received, at the Borrower's expense, a title insurance commitment to insure the continued validity of the Trust Deed, as herein modified, by the issuance of an endorsement to the policy of title insurance previously obtained to insure the validity the lien of the Trust Deed.

11. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, which shall collectively and separately, constitute one agreement.

12. **Trustee Exculpation.** This Instrument is executed by the Trustee solely as Trustee in the exercise of the authority conferred upon it as Trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein contained, either express or implied; all such liability, if any, being expressly waived and released by every person now or hereafter claiming any right or security hereunder. It is understood and agreed that the Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained.

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IN TESTIMONY WHEREOF, the parties hereto have signed this Indenture and have caused it to be dated the day and year first above written.

BORROWER:

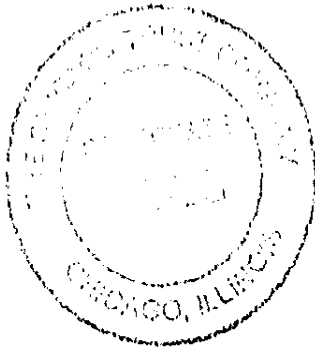
SUBURBAN BANK & TRUST COMPANY,
not individually, but as
Trustee as aforesaid

By: [Signature]
Its: 1st Vice President

ATTEST:

By: [Signature]
Its: VICE PRESIDENT

(SEAL)



LENDER:

THE NORTHERN TRUST COMPANY,
an Illinois banking
corporation

By: [Signature]
Its: 1st Vice President

By: [Signature]
Its: Vice President

(SEAL)

TRUSTEE:
THE CHICAGO TRUST COMPANY, F/K/A
CHICAGO TITLE AND TRUST
COMPANY, an Illinois
corporation

By: [Signature]
Its: 1st Vice President

ATTEST:

By: [Signature]
Its: 1st Secretary

(SEAL)

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STATE OF ILLINOIS)
COUNTY OF COOK) SS

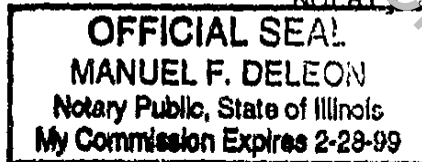
I, Manuel F DeLeon, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT David DeGroot, personally known to me to be the FIRST VICE PRESIDENT of the SUBURBAN BANK & TRUST COMPANY, an Illinois banking corporation, and Gilsi DeLaSalle, personally known to me to be the Vice President 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 severally acknowledged that as such officers they signed and delivered the said instrument as such officers of the corporation and caused the corporate seal of the corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the corporation, as their free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 27th day of March, 1997.

My commission expires:

2-28-99

Manuel F. DeLeon
Notary Public



STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, CATHERINE M. CHANDLER, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT NEATHER SHIELDS, personally known to me to be the SECOND VICE PRESIDENT of THE NORTHERN TRUST COMPANY, an Illinois corporation, and J.E. CLARK DELANDIS, personally known to me to be the VICE PRESIDENT of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared

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before me this day in person and severally acknowledged that as such officers they signed and delivered the said instrument as such officers of the corporation and caused the corporate seal of the corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the corporation, as their free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 26th day of MARCH, 1997.

My commission expires:

4-24-99

Catherine M. Chandler
Notary Public

OFFICIAL SEAL
CATHERINE M CHANDLER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 24, 1999

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 ALAN R KALAS, personally known to me to be the ASST. VICE PRESIDENT of CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, and MYRNA L. FESE, personally known to me to be the 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 severally acknowledged that as such officers they signed and delivered the said instrument as such officers of the corporation and caused the corporate seal of the corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the corporation, as their free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 27th day of MARCH, 1997.

My commission expires:

OFFICIAL SEAL
COLLEEN KLEIN
Notary Public, State of Illinois
Commission Expires

Colleen Klein
Notary Public

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