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This instrument prepared by  
and please return to:  
Kimberly K. Enders, Esq.  
100 West Monroe Street #1500  
Chicago, Illinois 60603

98425718

PROPERTY RECORDING 133.00  
FEBRUARY 20 1995 14:39:00  
98-425718  
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

Parcel 1:

P.I.N.: 14-20-202-005 and 14-20-202-006  
COMMONLY KNOWN AS: 913-937 West Irving Park Road, Chicago,  
Illinois 60613

Parcels 2 and 3:

P.I.N.: 14-20-318-043  
COMMONLY KNOWN AS: 1346 W. Henderson, Chicago, Illinois 60657

LOAN MODIFICATION AGREEMENT

This instrument is a Loan Modification Agreement ("Modifica-  
tion") among The PrivateBank and Trust Company, an Illinois banking  
corporation ("Lender"), Michael W. Collyer ("Borrower"), and Rose  
Collyer ("Rose Collyer").

RECITALS:

A. On February 16, 1995, Borrower executed and delivered to  
Lender a Promissory Note in the amount of \$305,750 ("Note"). The  
Note was executed to evidence a loan ("Loan") by Lender to Borrower  
for the purpose of financing the purchase of the real estate  
commonly known as 913-37 W. Irving Park Road, Chicago, Illinois and  
legally described on Exhibit A attached hereto ("Real Estate").

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BOX 333-CTI

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B. To secure the Note, on February 16, 1995, Borrower and Rose Collyer, as the case may be, executed and delivered to Lender the following documents ("Security Documents"):

1. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage"), which covered the Real Estate and other property which has since been released, executed by Borrower and Rose Collyer which was recorded with the Recorder of Deeds on February 21, 1995 as Document No. 95-120443 ("Mortgage");

2. an Environmental Indemnity Agreement executed by Borrower; and

3. UCC-1 Financing Statements executed by Rose Collyer and Borrower.

C. The Note provides for the rate of interest thereon to adjust as of March 1, 1998 and as of March 1, 1998 and thereafter the rate of interest is and has been 10.5%. The Note matures on March 1, 2001. Borrower has requested Lender to extend the maturity date of the Note until April 1, 2003 and to adjust the interest rate applicable to the Note as of April 1, 1998 for the period from April 1, 1998 to April 1, 2003. Lender is agreeable to these requests subject to the covenants, conditions and restrictions contained herein.

**NOW, THEREFORE,** in consideration of good and valuable consideration the receipt of which is hereby acknowledged the parties agree as follows:

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1. The Note is hereby modified and amended to provide that (a) the Maturity Date is changed to April 1, 2003, (b) during the period from April 1, 1998 to April 1, 2003, the interest rate charged on the unpaid principal of the Note shall be 7.875%, and (c) on May 1, 1998, and on the first day of each succeeding month thereafter to and including April 1, 2003, there shall be paid \$2,605.91, which shall be applied first to interest on the principal balance of the Note at the rate of 7.875% and the balance to principal. On April 1, 2003, the principal balance of the Note together with all accrued interest and all other amounts due hereunder shall be paid. The Mortgage and other Security Documents are hereby modified and amended to secure the Note as hereby modified and all references to the Note in the Security Documents are modified and amended to refer to the Note as hereby modified.

2. This Modification shall be effective upon Lender's receipt of this Modification executed by the parties hereto and the following documents and items:

(a) a title insurance endorsement to Lender's Title Insurance Policy which updates the effective date of the policy to the recording date of this Modification; and

(b) payment of Lender's costs as described in Section 7 hereof.

3. Borrower hereby affirms his obligations to pay Lender the outstanding indebtedness of the Loan evidenced by the Note as hereby modified and to perform all covenants and conditions contained in the Mortgage and the other documents evidencing and

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securing the Loan. Borrower agrees to execute such documents as Lender deems necessary to secure Lender's lien on its collateral.

4. Lender shall record this Modification forthwith. This Modification shall constitute an amendment of the Note and Security Documents, and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note (collectively "Loan Documents") reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Security Documents or the covenants, conditions and agreements therein contained or contained in the Loan Documents.

5. In the event of any conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall control.

6. Borrower hereby renews, renukes and affirms the representations and warranties contained in the Loan Documents as of the execution hereof.

7. Borrower hereby agrees to pay all of Lender's expenses arising out of and in connection with this Modification including, but not limited to, title insurance premiums, recording fees and attorneys' fees performed in the preparation of necessary documentation.

8. Rose Collyer is executing this Modification as Mortgagor and agrees and consents to its terms.

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IN WITNESS WHEREOF, the parties hereto have executed this

Modification on April 1, 1998.

**LENDER:**

The PrivateBank and Trust  
Company, an Illinois banking  
corporation

By: James Wagon  
Its Private Bank and Trust Co.

Attest: \_\_\_\_\_  
Its \_\_\_\_\_

**BORROWER:**

Michael W. Collyer  
Michael W. Collyer

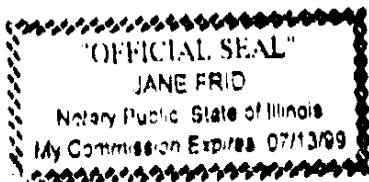
**ROSE COLLYER:**

Rose Collyer  
Rose Collyer

STATE OF ILLINOIS    )  
                                  )    SS  
COUNTY OF C O O K    )

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that James Wagon, Managing Director of The PrivateBank and Trust Company, 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 the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 4/28/98, 1998.



Jane Frid  
Notary Public

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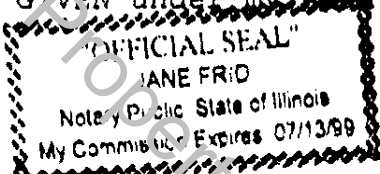
11/11/2011

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Michael W. Collyer, 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 the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 4/28 1998.



Jane Frid  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Rose Collyer, 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 she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 4/28 1998.



Jane Frid  
Notary Public

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11/15/2014

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## EXHIBIT A

### LEGAL DESCRIPTION:

#### Parcel 1:

Lots 2 and 3 in Block 1 in Aldrich's Subdivision in the West ¼ of Block 2 in Laflin, Smith and Dyer's Subdivision in the North East ¼ (except 1.28 acres in the Northeast Corner) of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

P.I.N.: 14-20-202-005 and 14-20-202-006

COMMONLY KNOWN AS: 913-937 West Irving Park Road, Chicago, Illinois

#### Parcel 2:

The East 31 feet of Lot 9 (except the North 13¼ feet thereof) and the East 31 feet of Lots 10 and 11 in Block 1 in William J. Goody's Subdivision of part of the Southwest ¼ of Section 20, Township 40, North Range 14 East of the Third Principal Meridian, in Cook County, Illinois

#### Parcel 3:

An easement for ingress and egress over and across the West 4 feet of the East 35 feet of the South 36.25 feet of the following described lots taken as a single tract, Lot 9 (except the North 13¼ feet thereof) and Lots 10 and 11 in Block 1 in William J. Goody's Subdivision aforesaid as created by the deed from Otto Wiegel and Kathe Wiegel, his wife, dated June 24, 1962 and recorded July 8, 1962 as Document 18845639 to American National Bank and Trust Company, as Trustee under Trust Agreement dated April 24, 1962 known as Trust Number 17718

P.I.N.: 14-20-318-043

COMMONLY KNOWN AS: 1346 W. Henderson, Chicago, Illinois 60657

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01/18/2011