

MODIFICATION AGREEMENT

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This Modification Agreement entered into this 2nd day of June 1998, by and between American National Bank & Trust Company of Chicago, not individually, but solely as Trustee, under Trust Agreement dated February 1, 1983 and known as Trust No. 3436HP ("Trustee") to LaSalle Bank National Association as Successor to LaSalle Bank Illinois, formerly known as Comerica Bank Illinois successor to Affiliated Bank ("Lender") whose address is 4747 West Irving Park Road, Chicago, Illinois 60641.

WITNESSETH:

WHEREAS, borrower is a party to a Note dated January 22, 1992 in the principal amount of \$350,000.00 (the "Note") in favor of the Lender and which Note is secured by the Mortgage dated January 22, 1992 (the "Mortgage") which was recorded January 31, 1992 as Document 92065780 in the County of Cook, State of Illinois; and Assignment of Rents dated January 22, 1992 and recorded January 31, 1992 as Document 92065781, and all amendments and modifications thereafter;

WHEREAS, the principal amount of \$249,790.25 remains unpaid as of the date hereof on the Note; and

WHEREAS, Lender has agreed to supplement and extend the aforementioned Mortgage on the terms and conditions as set forth herein;

WHEREAS, borrower recognizes and affirms that the lien of the aforementioned real estate mortgage is a valid and subsisting lien of the real property located in Cook County, State of Illinois described in Exhibit "A" attached hereto and incorporated by reference herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and upon the express condition that the lien of the Mortgage is a valid and subsisting lien on the premises legally described in Exhibit "A" and on the further condition that the execution of this Modification Agreement not impair the lien of said Mortgage and that it is understood that upon a breach of said Conditions or either of them, that this Agreement will not take affect and shall be void;

IT IS HEREBY AGREED AS FOLLOWS:

1. The foregoing recitals are hereby adopted by the parties hereto and made a part thereof and are binding on the parties.

2. The Borrower hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Mortgage to be performed by Borrower therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Mortgage.

3. IT IS FURTHER AGREED, HOWEVER, that the Mortgage on which there is an outstanding balance of \$249,790.25 and which is due currently to be paid in full no later than June 2, 1998 and shall be modified (1.) to increase the outstanding principal balance of the said Note to \$300,000.00, advanced a \$50,209.75 to the Borrower; (2) Principal and Interest (per annum rate of 7.7%) are payable monthly on the 1st day of each month commencing on July 1, 1998 in monthly installments of \$2,454.00 with a final payment of all unpaid principal and interest due and payable on the 1st day of June, 2000. All payments shall be made in lawful money of the United States at the offices of LASALLE BANK NATIONAL ASSOCIATION, 4747 West Irving Park Road, Chicago, Illinois 60641, or such other places that the holder may from time to time in writing elect.

4. Said Mortgage as modified is subject to all the provisions contained in said Mortgage and Borrower specifically agrees, recognizes and affirms the Mortgage is modified to secure the performance of all those covenants, agreements and conditions contained in all the instruments pertaining to the repayment of the Promissory Note.

5. Borrower agrees that if a default is made in the payment of any principal or interest in the Promissory Note as supplemented and extended when due or if there shall be any other breach or default of the terms, conditions, and covenants of the Mortgage, the Promissory Note, and any Guaranty or other instrument securing repayment of the Promissory Note, then the entire principal balance, together with all accrued interest shall at the option of the Lender, as holder of the Promissory Note, become due and payable immediately without further notice.

6. All the real property described in the Mortgage shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance affected by the Mortgage except as expressly provided herein.

7. The term "Promissory Note" as used herein shall be construed to mean the Promissory Note and the Promissory Note as extended, supplemented and modified herein or by any other instrument evidencing the indebtedness referred to herein.

8. The original signed copy of this Modification shall be duly recorded with the Recorder of Deeds of Cook County, Illinois. This Modification together with the original Mortgage shall constitute the terms and conditions of the Mortgage and be binding upon Borrower and their successors and assigns.

9. Mortgagor will pay a fee equal to 1.0% of the new principal balance or \$3,000.00 plus other costs associated with renewing or modifying the loan.

FINANCIAL COVENANTS:

While any portion of the indebtedness evidenced by this Secured Promissory Note is outstanding, the undersigned shall by July 1 of each year provide the Lender with the following:

(a) An Annual operating statement (to be prepared in accordance with generally accepted accounting principles consistent with the previous years' operating statements for the Premises, which annual operating statement will indicate the total rental income for the Premises and the annual expenses therefore all certified by the Undersigned or Guarantor, as the case may be, as being true and correct;

(b) Personal financial statements for the Guarantors; and

(c) A leasing status report which shall specify for each rental unit the name of the tenant, the identity of the rental unit occupied by such tenant, the annual rental paid therefore and the percentage rental, if any, applicable to such unit, the amount of space leased, and the lease expiration date.

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

American National Bank and Trust Company
of Chicago, under Trust Agreement dated
February 1, 1983 and known as Trust No.
3436HP, Not Personally But Solely

By: [Signature]

Its: VP

Attest: [Signature]

LaSalle Bank National Association

By: [Signature]

Attest: [Signature]

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority granted to and vested in it as such Trustee. It is expressly understood that all the warranties, covenants, conditions, undertakings and obligations of the Trustee are undertaken by the Trustee as Trustee and not personally. The Trustee shall be held harmless and not personally liable for any liability or responsibility assumed by or on behalf of the Trustee, or any forceable against the Trustee, on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

151-111-1111

Property Clerk's Office
Cook County Clerk's Office

STATE OF ILLINOIS)

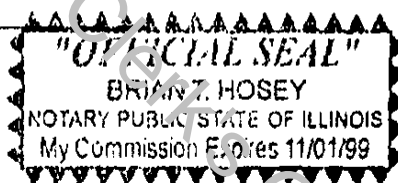
) ss.

COUNTY OF COOK)

I, the undersigned, Notary Public, for said County, in the State aforesaid, do hereby certify that GREGORY S. KASPRZYK personally known to me to be the VICE PRESIDENT of American National Bank and Trust Company of Chicago and EILEEN F. NEARY personally known to me to be an Trust Officer of said corporation and who subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as the VICE PRESIDENT and Trust Officer of said corporation for the uses and purposes set forth therein and cause the corporate seal of said corporation to be affixed thereto.

Given under my hand and official seal this 22 day of MAY 22 1998, 1998.

Brian Z. Hosey
 Notary Public



My commission expires: _____

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Exhibit "A"

LOT 22 (EXCEPT WEST 15 FEET THEREOF) IN BLOCK 7 AND LOTS 14 TO 20, BOTH INCLUSIVE, IN BLOCK 8 ALSO THE NORTHEASTERLY 1/2 OF VACATED ALLEY LYING SOUTHWESTERLY OF AND ADJOINING LOTS 14 TO 19, BOTH INCLUSIVE, IN BLOCK 8 IN PATER'S MILWAUKEE AVENUE HEIGHTS, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, LYING WEST OF MILWAUKEE AVENUE, ALSO THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM A TRACT DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF MILWAUKEE AVENUE, 203 FEET SOUTHEASTERLY OF THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE AND THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF MILWAUKEE AVENUE, 150 FEET; THENCE SOUTHEASTERLY PARALLEL TO THE CENTER LINE OF MILWAUKEE AVENUE, 275 FEET; THENCE NORTHEASTERLY 150 FEET TO THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF MILWAUKEE AVENUE 275 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: 8830 N. Milwaukee Avenue, Niles, Illinois, 60648.

Permanent Identification Number: 09-14-409-020
09-14-410-041
09-14-410-042
09-14-410-043

This document was prepared by and please mail to after recording:

Kirsten L. Helma
LaSalle Bank, N.A.
4747 West Irving Park Road
Chicago, Illinois 60641



Cook County Clerk's Office

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