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Prepared By:  
Caroline Russell  
The PrivateBank and Trust Company  
10 North Dearborn  
Chicago, IL 60602

8034/0031-21 001 Page 1 of 6  
1998-06-11 10:51:02  
Cook County Recorder 31.00

When Recorded Return To:  
The PrivateBank and Trust Company  
10 North Dearborn  
Chicago, IL 60602

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BOX 260

NOTE AND MORTGAGE MODIFICATION AGREEMENT

This NOTE AND MORTGAGE MODIFICATION AGREEMENT (the "Agreement") is made as of this 1ST day of MARCH 1998, ("Effective Date") by and between

THE PRIVATEBANK AND TRUST COMPANY  
\*CORUS BANK, N.A., FKA

an Illinois banking corporation and the owner of the mortgage or trust deed hereinafter described ("The PrivateBank and Trust Company") and WILLIAM P. COLSON, MARTHA JANE LAVELLE AND MARTHA BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 23, 1995 AND KNOWN AS TRUST NUMBER 10-4377 representing him/her/itself or selves to be the owner or owners of the real estate hereinafter described ("Owner").

WHEREAS, on JUNE 2, 1995, for full value received, Owner's executed and delivered to The PrivateBank and Trust Company, a certain Promissory Note in the principal amount of \$ 167,200.00 (the "Note"), made payable to The PrivateBank and Trust Company. Owner secured the payment of said Note by granting to The PrivateBank and Trust Company a certain Mortgage or Trust Deed in nature of a Mortgage ("Mortgage"), which was recorded in the office of the Recorder of Deeds COOK County, Illinois, as Document No. 95-454802 encumbering certain real estate described as follows:

THE SOUTH 18.45 FEET OF LOT 6 AND THE NORTH 18.45 FEET OF LOT 7 IN CRAM'S SUBDIVISION OF LOT 3 IN BLOCK 7 IN SUPERIOR COURT PARTITION OF BLOCK'S 2, 4, 7, AND THE WEST 1/4 OF BLOCK 3 AND THE SOUTH 1/4 OF BLOCK 8 IN COCHRAN'S AND OTHERS SUBDIVISION OF THE WEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No: 17-06-433-023  
Commonly known as: 844 NORTH WINCHESTER AVENUE, CHICAGO, ILLINIOS 60622

WHEREAS, Owner also executed the following documents in conjunction with the Note and Mortgage referenced above, and recorded as indicated below (if none, so state):

A Release Agreement dated August 15, 1995 and recorded on September 26, 1995 by the Cook County Recorder as Document Number 95-651125. Said Agreement released Martha Jane Lavelle from her obligations to Lender under the Note and Mortgage.

A Guaranty of Note, Mortgage and Other Undertakings dated October 17, 1995 from Martha Jane Lavelle to Lender in which Martha Jane Lavelle became a Guarantor on the above referenced Note and Mortgage.

ATGF, INC

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WHEREAS, The PrivateBank and Trust Company and Owner wish to modify the Note and Mortgage based on the terms and conditions which follow:

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The PrivateBank and Trust Company and Owner hereby agree that the Note and Mortgage are hereby modified as follows (strike out all paragraphs which are inapplicable):

1. Outstanding Indebtedness. As of the Effective Date, the principal amount of the Loan evidenced by the Note is \$161,910.74, (the "Indebtedness").

2. Extension of Time for Payment. The parties hereby agree to extend the time for payment of the Indebtedness to and including MARCH 1ST, 2008, with payments as follows in paragraph 5 below.

3. Interest Rate. The parties hereby agree to change the rate of annual percentage interest on the Note to 7.500%. The interest rate Owner will pay may change in accordance to the following schedule:

The initial fixed interest rate of 7.50% will change to an adjustable rate on the first day of March, 2003, and the adjustable interest rate may change on that day every 12th month thereafter. The date on which the rate may change is called a pChange Date.

Beginning with the first Change Date, the adjustable interest rate will be based on an Index. The Index is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of 1 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before the Change Date is called the pCurrent Index.

Before each Change Date, Lender will calculate the new rate by adding two and three fourths percentage points (2.750%) to the Current Index. Lender shall then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount shall be the new interest rate until the next Change Date.

4. Additional Funds. The PrivateBank and Trust Company agrees to disburse to Owner the additional principal sum of \$ NONE ("Additional Funds") under the Note and Mortgage. The PrivateBank and Trust Company and Owner agree that such Additional Funds shall be added to and become part of the principal balance of the Note and Mortgage and that such sums shall be repaid as herein provided. The PrivateBank and Trust Company and Owner further acknowledge that The PrivateBank and Trust Company shall advance said Additional Funds subject to certain restrictions set forth herein. Payment of the Indebtedness and such Additional Funds shall be as follows in paragraph 5 below.

5. Payments by Owner. Owner shall make monthly payments of \$1,211.29 commencing on the FIRST day of APRIL, 1998 and on the first day of each and every month thereafter up to and including MARCH 1, 2003. (Principal and Interest shall be applied on the basis of the loan amortizing over 25 years from the date of this agreement. ) At that time, Lender will determine the new monthly payment in accordance with the interest rate change referenced in paragraph 3. Owner shall make such payments up to and including MARCH 1, 2008 (MATURITY DATE). AT THAT TIME A BALLOON PAYMENT OF THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND ANY UNPAID INTEREST WILL BE DUE. Owner further agrees to pay the principal sum secured by the Mortgage as therein provided, as hereby modified, in the currency provided for in the Mortgage, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other

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United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at The PrivateBank and Trust Company.

6. Borrower's Right to Prepay. The following paragraph replaces in its entirety the Addendum to Balloon Note Dated June 2, 1995 in the amount of \$172,000.00"

I shall have the right to make payments of principal at any time before they are due. A payment of principal before it is due is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

In the event the a prepayment is made on or within two (2) years of the date of this Note and Mortgage Modification, I will pay to the Note Holder, in addition to any other payments due hereunder, a prepayment penalty equal to 2.00% of the then outstanding principal amount of the Note.

In the event the a prepayment is made during the third and fourth years of the Note and Mortgage Modification, I will pay to the Note Holder, in addition to any other payments due hereunder, a prepayment penalty equal to 1.00% of the then outstanding principal amount of the Note.

In the event the property is sold, no prepayment penalty shall be assessed. In any event, if Lender releases the mortgage securing said Note, a release fee of \$250.00 will be charged.

The Note Holder will use any partial prepayments to reduce the amount of principal that I owe under this note in accordance with the Note Holder's then current policies and procedures. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

7. Priority of Additional Funds. The PrivateBank and Trust Company and Owner agree that if Additional Funds are to be disbursed pursuant to this Agreement, such Additional Funds shall have priority over any and all sums due under the Note and Mortgage, as modified herein.

8. Default. If any part of said indebtedness or interest thereon is not paid at maturity, or if default in the performance of any other covenant of the Owner shall continue for fifteen days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, shall immediately be due and payable, in the same manner as if said modification had not been granted.

9. Ratification. This Agreement is supplementary to the mortgage or trust deed described above. Except as modified herein, all of the terms, provisions and covenants of the Note and Mortgage not expressly modified by this Note and Mortgage Modification Agreement, but not including any prepayments privileges unless expressly provided for herein, are hereby confirmed and ratified and shall remain in full force and effect. Owner agrees to perform all the covenants of the grantor or grantors in the Mortgage. The provisions of this indenture shall inure to the benefit of any holder of said principal note or

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notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under any by virtue of the Homestead Exemption Law of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Note and Mortgage Modification Agreement as of the Effective Date.

**Owner**  
*William P. Colson*  
William P. Colson

*Martha Jane Lavelle*  
Martha Jane Lavelle

**CORUS BANK, N.A., FKA**  
Aetna Bank, As Trustee under Trust Agreement Dated March 23, 1995 and Known As Trust No. 10-4377 & not personally

THIS DOCUMENT DOES NOT WARRANT AND INDEMNIFY

BY: *Maureen S. Degen*  
Vice President & Trust Officer  
STATE OF ILLINOIS )

) SS.  
COUNTY OF COOK )  
**NOTARY FOR CORUS BANK ONLY**

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY, that the above names, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 6th day of March, 1998.

*Maureen S. Degen*  
Notary Public

This document is executed by CORUS BANK, not individually, but solely as Trustee under Trust Agreement modified by and instrument. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any trust property which may be held thereunder, except that no duty shall be imposed on CORUS BANK, as Trustee, to acquire any of the trust property, or proceeds of any of the trust property, or to hold the same for the benefit of the trust. All claims of the trust property or for any proceeds of the same, shall be paid to a trustee of CORUS BANK, in its capacity as trustee, and shall be subject to the powers, duties, excesses and assigns. All notices, demands, judgments and proceedings of each kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of CORUS BANK. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by CORUS BANK, as Trustee.



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THE PRIVATEBANK AND TRUST COMPANY

By: [Signature]

Its: Managing Director

ATTEST: [Signature]

Its: Assistant Secretary

STATE OF ILLINOIS )

) SS.

COUNTY OF \_\_\_\_\_ )

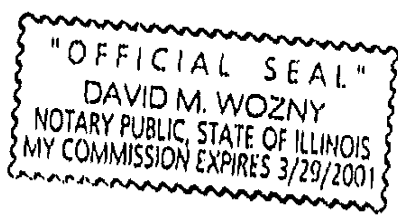
I, the undersigned, a Notary Public in and for said County of Cook State of Illinois aforesaid, DO HEREBY CERTIFY that the above named David Paulite, Managing Director and [Signature], Assistant Secretary of The PrivateBank and Trust Company, personally known to me to be the same persons who names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Managing Director own free and voluntary act of said Corporation.

GIVEN under my hand and notarial seal this 21<sup>th</sup> day of April, 1998.

[Signature]

Notary Public

My commission expires: 3/29/2001



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**ALTA LOAN AND EXTENDED COVERAGE OWNERS POLICY STATEMENT**

Commitment No. \_\_\_\_\_

Loan No. \_\_\_\_\_

The undersigned hereby certifies with respect to the land described in the above commitment:

1. That, to the best knowledge and belief of the undersigned, no contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreement or leases in regard to any goods or chattels that have or are to become attached to the land or any improvements thereon as fixtures, have been given or are outstanding that have not been fully performed and satisfied; that there are no unrecorded contracts to purchase the land; and that there are no unrecorded leases to which the land is subject, except as listed below, and that if any leases are listed below, they contain no options to purchase, rights of renewal, or other unusual provisions, except as noted below. (If no leases or contracts, state "none".)

(Use back page hereof if necessary)

2. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

The undersigned makes the above statements for the purpose of inducing Chicago Title Insurance Company to issue its owners or loan policy pursuant to the above commitment.

Date \_\_\_\_\_ SEE EXHIBITORY LANGUAGE  
 OF REVERSE SIDE OR ATTACHED  
 HERETO AND MADE A PART HEREOF

Seller or Owner Purchaser

**INDIVIDUALS**

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

**INDIVIDUALS**

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

**CORPORATIONS**

IN WITNESS WHEREOF, \_\_\_\_\_

has caused these presents to be signed by its \_\_\_\_\_  
 \_\_\_\_\_ and attested by its \_\_\_\_\_  
 \_\_\_\_\_ under its corporate seal on the date.

BY \_\_\_\_\_ (TITLE)

ATTEST \_\_\_\_\_ (TITLE)

**TRUSTEES**

The above statements are made by CORUS BANK, N.A.  
FKA AETNA BANK

not personally but as Trustee under the Trust Agreement known as Trust No. 10-4377 on the above date by virtue of the written authority and direction of the beneficiaries under the trust.

*[Signature]*  
 Vice President & Trust Officer (TITLE)

**CORPORATIONS**

IN WITNESS WHEREOF, \_\_\_\_\_

has caused these presents to be signed by its \_\_\_\_\_  
 \_\_\_\_\_ and attested by its \_\_\_\_\_  
 \_\_\_\_\_ under its corporate seal on the above date.

BY \_\_\_\_\_ (TITLE)

ATTEST \_\_\_\_\_ (TITLE)

**TRUSTEES**

The above statements are made by \_\_\_\_\_

not personally but as Trustee under the Trust Agreement as Trust No. \_\_\_\_\_ on the above date by virtue of the written authority and direction of the beneficiaries under the trust.

\_\_\_\_\_  
 Vice President & Trust Officer (TITLE)

I/We certify that no survey was furnished to me/us and none is available.

**LENDER'S DISBURSEMENT STATEMENT**

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the above loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on \_\_\_\_\_ and, to the best knowledge and belief of the undersigned, the proceeds are not to be used to finance the making of future improvements or repairs on the land. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated \_\_\_\_\_

Signature \_\_\_\_\_

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## TRUSTEE DOES NOT WARRANT AND INDEMNIFY

This document is created by COBMS BANK, not individually, but solely as Trustee under Trust Agreements mentioned in said Document. Said Trust Agreements in turn by which a part listed and specified by said Trustee which may result from the signing of this Document, shall be payable only out of any Trust property's income, to hold thereunder, except and to the extent of such COBMS BANK's liability, as a Trustee, to depositors any or the amount of assets or proceeds of any of the items listed in said Document, and to the extent of the value of the said property as determined by the said Trustee. The said Trustee, as COBMS BANK Bank, shall not be liable for any and all claims or demands for the execution and payment of any and all such items, and shall not be considered the responsibility of liability of COBMS BANK. The Trustee's executory duties shall be continuing in the event of a default of terms stated by the documents created by COBMS BANK, as Trustee.

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