TCF NATIONAL BANK
ILLINOIS
THIRD MORTGAGE
MODIFICATION AGREEMENT

The state of the s

This Third Morgage Modification Agreement is dated as of April 17, 1998 and is between TCF National Bank Illinois, Successor, Trustee by merger to Bank of Chicago f/k/a Bank of Chicago/Garfield Ridge, not personally but as Trustee under trus agreement #91-11-7, dated November 8, 1991 whose address is 6353 West 55th Street, Chicago, II, 60638 ("Mortgago") and TCF National Bank Illinois, a national banking association, Successor Trustee by merger to Bank of Chicago I/k a Bank of Chicago/Little Village ("Mortgagee"), with an office located at 6353 West 55th Street, Chicago. Illinois 60638

UNDERSTANDINGS

- A. Mortgagor executed a Mortgage in favor of Mortgagee dated as of <u>December 17, 1991</u> and recorded <u>December 31, 1991</u>, with the <u>Cook County, Illinois</u> R corder of Deeds as Document No. <u>91-695262</u> ("Mortgage") encumbering the real estate described on Exhibit A, attacked hereto and made a part hereof.
- B. The mor gage was amended as of December 17, 1994 by an Amendment to Mortgage recorded with Cook County. Illinois Recorder of Deeds on January 4, 1995 as 10 coment No. 95-004525.
- C. The mortgage was again amended on December 17, 1997 by a Second Mortgage Modification Agreement recorded with Cook County, Illinois Recorder of Deeds on March 11, 1998 as document No. 98-191778.
- D. The Mortgage secures the indebtedness, obligations and liabilities of Mortgagor pursuant to a promissory note in the original principal amount of \$100,000.00 dated December 17, 195, payable to Mortgagee and executed jointly and severally by Mortgagor ("Note").
- E. The principal balance of the Note is due and payable on April 17, 1993. As of the date hereof, the cutstanding principal balance due is \$49,671.70.
 - F. Mortgagor wishes to amend the terms of the Note and Mortgage, and Mortgagee is willing to do so.

NOW, THEREFORE, in consideration of the Understandings set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. That paragraph two, three, four, five, six and seven, beginning with "in 35 equal" and ending with "address set forth above" on page one of the Mortgage is hereby deleted in its entirety, and the following is substituted in its place:

BOX 333-CTI

UNOFFICIAL COP8686496 Page 1 of

"INTEREST shall accrue on the unpaid principal balance of the Note from and after the date thereof at the rate of eight and one-half percent (8.50%) per annum ("Interest Rate"). After the date of any Default or maturity, whether by acceleration or otherwise, interest on the principal balance remaining from time to time unpaid shall be at the per annum rate of four percent (4%) in excess of the then current Interest Rate under the Note ("Default Rate"). The Mortgagee may at its sole discretion adjust the Installment Payments (defined below) to accommodate payment of the Default Rate after a Default is declared in accordance herewith. Interest on the Note shall be computed based on a 360 day calendar year for the actual number of days the principal balance is outstanding.

PRINCIPAL AND INTEREST PAYMENTS ("Installment Payments") on the Note shall be due and payable in equal monthly installments in the amount of One Thousand Two Hundred Twenty Five and 00/100 Dollars (\$1,225,00), based on a fine (4) year fully amortized rate, beginning on May 17, 1998 and continuing on the seventeenth day of each calendar month the eafter until April 17, 2002 ("Maturity Date"), at which time the entire unpaid balance of principal, accrued and uspaid into est, fees and charges due under the Note shall be due and payable in full. Any Installment Payments made under the Note of ay he applied by the Mortgagee in its sole discretion to the liabilities in the order of application as the Mortgagee in its sole discretion to the Mortgagee a late charge in the amount of five percent (5%) of any Installment Payment of interest or principal, or both, or any other payment which shall become ten (10) or more calendar days past due the applicable payment date. If any payment becomes due and payable on a Saturday, Sunday or any other day on which the Bank is closed for business, the due date shall be extended to the next business day."

2. In all other respects, the Mortgage shall remain unchanged and in full force and effect.

SIGNED AND DELIVERED IN Chicago, Illinois by the parties hereto as of the day and year written above.

MORTGAGEE: MORTGAGOR: TCF NATIONAL BANK ILLINOIS SUCCESSOR TCF NATIONAL BANK ILLINGIS TRUSTEE BY MERGER TO BANK OF CHICAGO I/k/a BANK OF CHICAGO/GARFIELD RIDGE. NOT PERSONALLY BUT AS TRUSTEE U/T/A NO. 91-11-7 DATED NOVEMBER 8, 1991 **SEE ATTACHED ALLONGE RIDER FOR THUSTER Its: E are stive Vice President EMPLEPATORY & SIGNATORY** SOFFICO By: is: ASST. VICE PRES. LAND TRUST OFFICER By: Its VICE PRESIDENT

UNOFFICIAL COPY 1975 TO 1

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid. DO HEREBY CERTIFY that the above named officers of TCF National Bank Illinois, a national banking association, as trustee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title as designated above, appeared before me this day in person and acknowledge that they signed and delivered the said instruments their own free and voluntary act and as the free and voluntary act of said Bank for the purposes therein set forth, pursuant to authority given by the Board of Directors of said Bank.

Given under my Land and Notarial Scal Wit File 19x pf the Alpys

ARY PUBLIC

My Commission Expures:

STATE OF ILLINOIS

COUNTY OF COOK_

Ox Coot C I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that June A. Novotny and Michael C. Spitler, as Vice President and Executive Vice President of TCF National Bank Illinois, a national banking association, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they being thereunto duly authorized, signed and delivered said instrument as their 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 Scal this 17th day of July. 1998

6/27/99

E/27/

TV COMMISSION EXPIRES 06/27/99

3

My Commission Expires:

UNOFFICIAL COP 496 Page 4 of 5

EXHIBIT A TO THIRD MORTGAGE MODIFICATION AGREEMENT DATED AS OF APRIL 17, 1998

BETWEEN TCF NATIONAL BANK ILLINOIS, SUCCESSOR TRUSTEE BY MERGER TO BANK OF CHICAGO F/K/A BANK OF CHICAGO/GARFIELD RIDGE, NOT PERSONALLY BUT AS TRUSTEE U/T/A NUMBER 91-11-7, DATED NOVEMBER 8, 1991 AS MORTGAGOR AND TCF NATIONAL BANK ILLINOIS AS MORTGAGEE

Legal Description of Real Estate

PARCEL 1:

THE EAST 40 FEET 4 18 CHES (EXCEPT THE SOUTH 127 FEET) OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A TRACT: LOTS 117 TO 133, TOGETHER WITH VACATED ALLEY LYING WESTERLY AND NORTHWESTERLY OF SAID LOTS 117, 118 AND 119 (EXCEPT THE WEST 15 FEET OF SAID LOT 120) IN PARSON'S AND MCCAFFERY'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 33 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED DECEMBER 28, 1887 IN BLOCK 28 OF PLATS. PAGE 17, AS DOCUMENT NO. 908853 IN COOK COUNTY, ILLINOIS.

Commonly Known As: 4647 S. Archer, Chicago, 11 PIN: 19-02-423-005

PARCEL 2:

Country LOT 6 IN PINKERT AND WITTKE'S RESUBDIVISION OF LOTS 24 TO 46, BOTH LIV'LUSIVE, OF WALIGH'S SUBDIVISION OF THE EAST 1/4 OF BLOCK 1 IN STEEL'S SUBDIVISION OF THE SCUTHEAST 1/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 2615 S. Sawyer, Chicago, IL.

PIN: 16-26-407-005

This document was prepared by and after recording return to: Barbara Kaminski TCF National Bank Illinois 6353 West 55th Street Chicago, Illinois 60638 773/838-1300

UNOFFICIAL COPS 486496 Fage Total

ALLONGE RIDER

This Rider is attached to and made a part of <u>TCF NATIONAL BANK ILLINOIS</u> THIRD MORTGAGE MODIFICATION AGREEMENT dated <u>APRIL 17.</u> 1998 in the amount of \$100.000.00

"This Third Mortgage Modification Agreement is executed by the undersigned, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants in its individual capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement, or condition, either expressed or implied herein contained, or with regard to any warranty contained in this Third Mortgage Modification Agreement except the warranty made in this paragraph, all such liability, if any, being expressly vaived by Lender and by every person now or hereafter claiming any right or security hereunder; provided that nothing herein contained shall be construed in any way so as to affect or impair the lien of this Third Mortgage Modification Agreement or Lender's right to the foreclosure thereof, construed in any way so as to limit or restrict any of the rights and remedies of Lender in any such foreclosure proceedings or other enforcement of the payment of the indebtedness secured hereby, out of, and from the security given therefore in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Lender under any other document or instrument evidencing, securing or guarantceing the indebtedness secured hereby."

TCF National Bank Illinois, successor trustee by merger to Bank of Chicago f/k/a Bank of Chicago/Garfield Ridge not personally but as Trustee U/T/D 11/8/91 A/K/A Trust No. 91-11-7

ITS: Asst. Vice President and
Land Trust Officer

ATTEST: While E. Way

ITS: <u>Vice President</u>

UNOFFICIAL COPY

Property of Cook County Clerk's Office