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LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT ("Agreement") is made this 28 day of August, 1998, by and between CHICAGO TITLE AND TRUST COMPANY, an Illinois Corporation, not individually or personally, but solely as Trustee under Trust Agreement dated May 11, 1988 an known as Trust Number 1091555 ("Mortgagor") and C.S.A. FRATERNAL LIFE, a Fraternal Life Insurance Society licensed to do business in the State of Illinois ("C.S.A."). C.S.A. is sometimes hereinafter referred to as ("Mortgagee").

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Cook County Recorder 41.00

WITNESSETH:

WHEREAS, C.S.A. loaned to Mortgagor the principal sum of Six Hundred Ninety Thousand Dollars (\$690,000.00) as evidenced by that certain Mortgage Note dated June 16, 1988, made by Mortgagor to C.S.A. (the "C.S.A. Note") C.S.A. is the current owner and holder of the C.S.A. Note.

WHEREAS, the C.S.A. Note is secured by a mortgage made by Mortgagor to C.S.A. dated June 16, 1988 and filed June 21, 1988 in the Office the Registrar of Torrens Titles of Cook County, Illinois as Document No. LR 3717432, (the "Mortgage")

WHEREAS, the C.S.A. Note is additionally secured by an Assignment of Rents dated June 16, 1988 and filed in the Office of the Registrar of Torrens Titles of Cook County, Illinois on June 21, 1988 as Document Number LR3717433, (the "Assignment") and by an Assignment of Lessor's Interest in Leases dated June 16, 1988 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 22, 1988 as Document Number 88272906, (the "Lease Assignment")

WHEREAS, attached hereto an made a part hereof as Exhibit A is a legal description of the real estate and premises owned by Mortgagor and covered by the Mortgage (the "Premises"); and

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WHEREAS, Mortgagor and Mortgagee desire to modify and amend the terms of the C S A. Note and the Mortgage to provide an additional advance of principal under the C S A. Note from C S A. to Mortgagor, to reduce the rate of interest charged under the C S A. Note and to extend the term of the C S A. Note all upon the terms and provisions of this Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, and in reliance upon the representations and warranties herein contained, the parties agree as follows.

1 As of July 10, 1998, and after crediting the payment due on or about July 10, 1998, the principal balance due on the C S A. Note is the sum of \$489,481.28

2 Mortgagor represents to Mortgagee that there exist no second or junior mortgage or other subsequent lien now outstanding against the Premises, and that the lien of the Mortgage is a valid, first and subsisting lien on the Premises.

3. Concurrently with the execution of this Agreement, the following documents shall be executed and delivered to Mortgagees:

- A Certified copies of all Leases;
- B Agreement of Theodore Szubzda and Marie Szubzda, Guarantors of the C S A Note, that their obligations and undertaking under the Continuing Guaranty date June 16, 1988 remain in full force and affect as and to the C.S.A. Note as modified by this Agreement
- C Such other instruments, documents, or papers as may be required by Chicago Title Insurance Company ("CTI") for the issuance of a date down endorsement to Mortgagees' Title Insurance Policy held by

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Mortgagee in Policy Number 71-64-120, guarantying to the Mortgagee that the Mortgage as modified herein is a first lien against the Premises with such endorsements as required by Mortgagees

D An Illinois Responsibility Property Transfer Act Statement or Certificate of Purchaser that none is required

E Evidence of current insurance in the amounts and the types required by the Mortgage

5. Upon receipt of the documents required in Section 4 hereof, Mortgagee will cause this Agreement to be placed of record and concurrently therewith will order a date down endorsement to its title insurance policy from C/I covering said recordation and insuring this Agreement and the Mortgage. When the date down endorsement has been issued and reflects that Mortgagor is the holder and owner of the fee simple title to the Premises and that Mortgagee hold the lien of the Mortgage as modified by this Agreement as a first and paramount lien on the Premises, then, and only then, shall this Agreement become effective.

6 On the date hereof C S A shall advance to Mortgagor, or as directed by Mortgagor, the additional principal sum of \$80,518.72. By execution of this Agreement Mortgagor acknowledges receipt of such additional sum and further acknowledges that the principal balance due under the C S A Note and secured by the Mortgage is from the date hereof, the sum of \$570,000 00

7 The C S A Note and the Mortgage are hereby modified as follows:

a C S A and Mortgagor agree that, except as expressly modified hereunder, the C S A Note, the Mortgage, the Assignment, and the Lease Assignment (and any other original Loan Documents and

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subsequent modifications thereto) shall remain in full force and effect and all of the remaining terms and provisions of the C S A. Note, the Mortgage, the Assignment, and the Lease Assignment and all other original Loan Documents are hereby ratified and confirmed

- b The interest rate on the C S A. Note is reduced to Seven and One Half Percent (7 ½%) per annum from the present rate of Eight and Three Quarters Percent (8 ¾%) per annum effective on September 1, 1998 and to be reflected in the payments due hereafter. The regularly scheduled payment of principal and interest due on the C S A. Note on September 10, 1998 shall be excused, however Mortgagor shall on September 10, 1998 pay all accrued and unpaid interest due on the C.S.A. Note and shall further make any and all escrow deposit payments due on such date. Commencing with the monthly installment of principal and interest due on the C.S.A. Note on October 10, 1998, the monthly payments due shall be the sum of \$4,212.25, principal and interest to C S A., and in addition thereto commencing with the payment due on September 10, 1998 and on the 10th day of each month thereafter, Mortgagor shall continue to make the required deposits for taxes and insurance as provided for in the Mortgage.
- c This rate of interest on the C S A. Note will be charged on the unpaid principal due thereunder as modified by this Agreement until the full

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amount of principal has been paid. The entire unpaid balance of the indebtedness provided for in the C.S.A. Note with all accrued and unpaid interest, if not sooner paid or declared due by either C.S.A., shall become due and payable without notice or demand on September 10, 2008 ("the Maturity Date")

d. No prepayment (excluding proceeds of insurance policies and/or condemnation awards) shall be allowed on the C.S.A. Note hereafter except as provided herein. Upon sixty (60) days prior written notice, the unpaid principal balance of the C.S.A. Note may be paid in full (but not partially) with a prepayment premium determined as follows: During the first through second years hereafter (from the date hereof up to and including the due date of the 24th mandatory monthly payment due after the date of this Agreement, August 10, 2000) a prepayment premium of three (3%) percent of the then outstanding principal balance due on the C.S.A. Note; two (2%) percent during the 3rd and 4th years hereafter, (from the day after the due date of the 24th mandatory monthly payment up to and including the due date of the 48th mandatory monthly payment) and one (1%) percent thereafter during the 5th year hereafter, (from the day after the due date of the 48th mandatory monthly payment up to and including the due date of the 60th mandatory monthly payment, August 10, 2003). No prepayment premium shall be due after the due date of

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the 60th mandatory monthly payment. All prepayments may be made only on mandatory monthly payment dates. In addition Mortgagor may in any Loan Year (a twelve month period commencing on September 10 of each calendar year hereafter) on any payment due date, prepay principal up to the sum of \$57,000.00 without penalty or premium, in amounts equal to loan principal reduction schedule. If the maturity of the C.S.A. Note is accelerated by reason of any default thereunder or under any document securing the repayment of the indebtedness evidenced by or executed in connection with the C.S.A. Note, then any subsequent tender of payment of the indebtedness evidenced by the C.S.A. Note, including any redemption following foreclosure of the Mortgage, shall constitute an evasion of the restrictions on prepayments set forth herein and be deemed a voluntary prepayment. Accordingly, to the extent permitted by law, the holder of the C.S.A. Note may impose as a condition to accepting any such tender, and may bid at any foreclosure sale under the Mortgage, as part of the indebtedness evidenced by the C.S.A. Note, a prepayment premium in an amount equivalent to the prepayment premium determined above. Notwithstanding the foregoing, no prepayment premium shall be due or payable in the event the C.S.A. Note is prepaid in full following the death of either Theodore Szubzda or Marie Szubzda.

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IN WITNESS WHEREOF, the parties hereto have executed this Loan Modification

Agreement as of the 28 day of August, 1998.

CHICAGO TITLE LAND TRUST COMPANY
MORTGAGOR
SUCCESSOR TRUSTEE TO _____



CHICAGO TITLE AND TRUST COMPANY,
an Illinois Corporation, not individually or
personally, but solely as Trustee under Trust Agreement
dated May 11, 1988 and known as Trust No. 109780,
Cook County, Illinois

By: _____

John J. [Signature]
ASST. VP.

It is expressly understood and agreed by and between the parties hereto, regarding to the contrary notwithstanding
throughout and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on
of the Trustee while in firm purporting to the warranties, indemnities, representations, covenants, undertakings and ag-
of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, in-
representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of be-
Trustee personally but are made and intended for the purpose of binding only that portion of the trust property su-
described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the ex-
the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by any
any time be asserted or enforceable against the Chicago Title Land Trust Company or any of the beneficiaries under said
agreements, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertak-
agreement of the said Trustee in this instrument contained, either expressed or implied, of such personal liability, if any, be-
ing involved and released.

C.S.A. FRATERNAL LIFE,
a Fraternal Life Insurance Society

By: _____

George J. Sova

CONSENT OF GUARANTORS

Theodore Szubzda and Marie Szubzda, guarantors of the CSA Note, consent to and agree to the
foregoing Loan Modification Agreement and acknowledge and agree their liability under their
Continuing Guaranty dated June 16, 1988 shall remain in full force and effect.

Theodore Szubzda
Theodore Szubzda

Marie Szubzda
Marie Szubzda

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Christine C. Ligenza a Notary Public in and for said County, in the State aforesaid, do hereby certify that George T. Savit and _____ of C.S.A. FRATERNAL LIFE., a Fraternal Life Insurance Society, personally known to me and known to be the same persons whose names are subscribed to the foregoing instrument as such Treasurer and _____, respectively appeared before me this day in person and acknowledged that they signed and delivered the 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 and the said Treasurer did also then and there acknowledge that he/she as custodian of the corporation seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his/her 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 SEAL this 28th day of August, 1998

Christine C. Ligenza
Notary Public



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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, _____, Notary Public in and for said County, in the State aforesaid, do hereby certify that Theodore Szubzda and Marie Szubzda, personally known to me and known to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

this _____ day of August, 1998.

Notary Public

My Commission Expires: _____

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Legal Description

The North ½ of the East ½ of Block 7 in Voss Subdivision of Part of the West ½ of the South West ¼ of Section 11, Township 40 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on September 17, 1963 as document No. LR 2112689, in Cook County, Illinois.

PIN: 12-11-326-002-0000

commonly known as 5024-5032 Leonard Drive, Norridge, Illinois

This Document Prepared by and Mail to:

James P. Ziegler
Stone, Pogrund & Korey
221 N. LaSalle Street, Suite 3200
Chicago, IL 60601

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