

Prepared by and
MAILED TO
TO
West Banc
Lilliana Klos
770 W. Dundee Rd.
Arlington Heights, IL 60004

CHICAGO TITLE LAND TRUST COMPANY

WITNESSETH:

SUCCESSOR TRUSTEE TO

MODIFICATION TO MORTGAGE AND NOTE

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CLTC

MTC Ref 2010647 171

This Modification to Mortgage and Note entered into this 12th day of September, 1998, by and between, *The Chicago Trust Company, as Trustee, and not personally, under a Trust Agreement dated February 3, 1998, and known as Trust No. 1105418 ("Borrower") and CoVest Banc, National Association ("Mortgagee").

WHEREAS, Borrower made, executed and delivered that certain Note dated February 10, 1998 in the principal amount of Five Hundred Forty Four Thousand and 00/100 Dollars (\$544,000.00) which Note is secured by a Mortgage dated February 10, 1998, which was recorded on February 17, 1998 as Document Number 98122149 in the Office of the Recorder of Deeds, Cook County, Illinois, and also an Assignment of Leases and Rents dated February 10, 1998 which was recorded on February 17, 1998 as Document Number 98122150 in the Office of the Recorder of Deeds, Cook County, Illinois (see Exhibit "A" attached for legal description); and

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WHEREAS, the principal amount of \$541,327.04 remains unpaid on the Note as of the date hereof; and

WHEREAS, Borrower has requested Mortgagee to modify the loan ("Loan") evidenced by the Mortgage and Note; and

WHEREAS, Borrower has requested and Mortgagee has agreed to modify the Mortgage and Note on the terms and conditions set forth herein; and

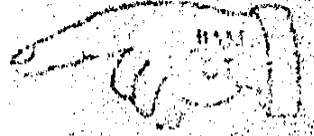
WHEREAS, Borrower recognizes and affirms that the lien of the aforesaid Mortgage held by Mortgagee is a valid and existing lien on the real property located in Cook County, State of Illinois, legally described in Exhibit "A" attached hereto and incorporated by reference herein ("Premises").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. The foregoing recitals are incorporated by this reference as if fully set forth herein.

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

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3. The Mortgage and Note shall be modified to provide as follows:

(i) The principal amount of the Note shall be increased by \$100,000.00;

(ii) Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan on demand, or if no demand is made, in accordance with the following payment schedule:

53 consecutive monthly principal and interest payments of \$4,777.57 each, beginning October 12, 1998 with interest calculated on the unpaid principal balances at an interest rate of 8.0% per annum; 59 consecutive monthly principal and interest payments in the initial amount of \$4,760.82 each, beginning March 12, 2003, with interest calculated on the unpaid principal balances at an interest rate of 2.250 percentage points over the Index described below; and 1 principal and interest payment in the initial amount of \$577,326.21 on February 12, 2008, with interest calculated on the unpaid principal balances at an interest rate of 2.250 percentage points over the Index described below. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note.

(iii) The interest rate on the Note is subject to change from time to time based on change in an independent index which is the Weekly Average Yield on United States Treasury Securities, Adjusted to a Constant Maturity of (5) Five Years (the "Index"). The Index is not necessarily the lowest rate charged by lender on its loans. If the index becomes unavailable during the term of this loan, lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each five year period with the first five year period commencing on the date of the Note. The Index currently is 5.850% per annum. The interest rate or rates to be applied to the unpaid principal balance of the Note will be the rate or rates set forth above.

NOTICE: Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: [a] increase Borrower's payments to ensure Borrower's loan will be paid off by its original final maturity date, [b] increase Borrower's payments to cover accruing interest, [c] increase the number of Borrower's payments, and [d] continue Borrower's payments at the same amount and increase Borrower's final payment.

4. Borrower agrees that all references in the Note and in this document to the "Mortgage", "Trust Deed" or "Security Instrument" shall be deemed to be references to the Mortgage as modified hereby, and Borrower further agrees, recognizes and affirms that the Mortgage is hereby supplemented and modified to secure the Note as modified hereby.

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST CO., AS TRUSTEE UNDER TRUST 1105418 ATTACHED TO MODIF. TO MTG + NOTE DATED 9/12/98 . TO COVEST BANK

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST CO., on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date:

CHICAGO TITLE LAND TRUST CO., Trustee

By:

[Signature of Assistant Vice President]

Assistant Vice President

Attest:

By:

[Signature of Assistant Secretary]

Assistant Secretary



State of Illinois
County of Cook

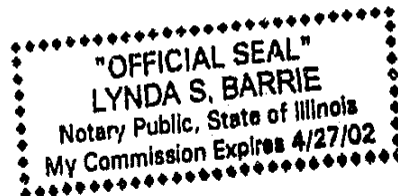
SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of CHICAGO TITLE LAND TRUST CO., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this

[Signature of Notary Public]

NOTARY PUBLIC



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5. Borrower agrees that all references in the Mortgage to the "Note" shall be deemed to be references to the Note as modified hereby.

6. Except as herein modified, the terms and covenants of the Mortgage and Note shall remain in full force and effect.

7. Borrower represents and warrants to Mortgagee that there are no mortgages or subsequent liens presently outstanding against the Premises other than the aforementioned Mortgage.

8. The Premises shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and nothing done pursuant hereto shall affect or hinder the conveyance affected by the Mortgage except as expressly provided herein; provided, further, that the parties hereto expressly agree that the lien of the Mortgage is a valid and existing lien on the Premises, and execute this Agreement on the express condition that the execution of this Modification to Mortgage and Note will not impair the lien of said Mortgage, and that upon a breach of said condition, that this Agreement will not take effect and shall be void.

9. This Modification to Mortgage and Note, together with the original Mortgage and Note, shall constitute the terms and conditions of the Mortgage and the Note and shall be binding upon Borrower and its successors and assigns.

10. This Modification and the terms contained herein shall become effective on September 14, 1998.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

BORROWER(S)
CHICAGO TITLE LAND TRUST COMPANY *CTLTC*
SUCCESSOR TRUSTEE TO _____
The Chicago Trust Company, not personally, but
as Trustee under a Trust Agreement dated
February 3, 1998 and known as Trust No. 1105418

**SEE ATTACHED EXCULPATORY
By: _____
Its: _____
CLAUSE FOR SIGNATURE**

COVEST BANC

By: *[Signature]*
Michael A. Sykes, V.P.

Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public and for said County, in the State aforesaid, do hereby certify that _____ of The Chicago Trust Company, personally known to me to be the same persons who subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this ____ day of _____, 1998.

Notary Public
My Commissions Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public and for said County, in the State aforesaid, do hereby certify that Michael A. Sykes, personally known to me to be the same persons who subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 25th day of September 1998.

Kathleen M. Terry
Notary Public
My Commission Expires:



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