

98104571

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RECORDATION REQUESTED BY:

Bank One, Illinois, NA  
200 S Wacker  
6th Floor  
Chicago, IL 60606

: DEPT-01 RECORDING \$27.50

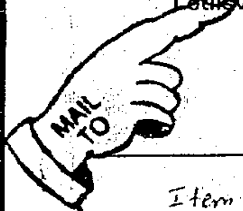
: T#0013 TRAN 9158 02/09/98 11:59:00

: #5209 # TB #-98-104571  
COOK COUNTY RECORDER

WHEN RECORDED MAIL TO:

Bank One Loan Servicing  
IL Commercial Lien Documents KY1 -  
4190  
P O Box 37263  
Louisville, KY 40232-7263

: DEPT-10 PENALTY \$24.00



FOR RECORDER'S USE ONLY

Item 10023

This Modification of Mortgage prepared by:



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE ("Agreement") is executed effective as of MARCH 20, 1997, by LEON G. ROBINSON, JR. [redacted] (referred to below as "Grantor") and Bank One, Illinois, NA (referred to below as "Lender"), whose address is 200 S Wacker, 6th Floor, Chicago, IL 60606.

WITNESSETH:

WHEREAS, a loan ("Loan") was made to Grantor in the amount of \$625,000.00, evidenced by a promissory note (as renewed, extended or modified, the "Note") dated March 20, 1997, executed and delivered by Grantor in the principal amount of the Loan (the Note being more fully described in the Mortgage); and

WHEREAS, Grantor executed and delivered a mortgage (as renewed, extended or modified, the "Mortgage") dated September 1, 1994, to and for the benefit of Lender, which is recorded in the Real Property Records of COOK County, Illinois as document number 95270064 and document number 95270061 covering the following real property which has the property identification number 10-13-209-019, 10-13-209-016, 10-13-209-017, 10-13-216-026 & 10-13-216-027 which bear the following legal descriptions:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

, together with all improvements, appurtenances, other properties (whether real or personal), rights and interests described in and encumbered by the Mortgage (collectively, the "Property"), to secure the payment of the Note and performance of the other obligations set forth in the Note, Mortgage and all credit agreements, loan agreements, guaranties, security agreements, mortgages and all other instruments, agreements and documents, whether now or hereinafter existing, executed in connection with the Loan (the Note, Mortgage and such other instruments, agreements and documents collectively known herein as the "Related Documents"); and

WHEREAS, Lender is the owner and holder of the Note, Mortgage and the other Related Documents; and

WHEREAS, the parties hereto now propose to modify certain of the terms and provisions of the Note, the Mortgage and the other Related Documents as provided herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**Maturity Date.** The maturity date of the Note shall be January 20, 1998 ("Maturity Date"), when the unpaid principal balance of the Note, together with all accrued but unpaid interest thereon, shall be due and payable. Grantor hereby renews and modifies, but does not extinguish, the Note and the liens, security interests and assignments created and evidenced by the Mortgage.

**Payment Terms.** The Note, as modified hereby, shall be payable as follows: Interest shall be due and payable monthly as it accrues, commencing on December 20, 1997 and continuing on the same day of each month thereafter during the term of this Note, and the outstanding principal balance of this Note, together with all accrued but unpaid interest, shall be due and payable on January 20, 1998.

Grantor hereby expressly promises to pay to the order of Lender the principal amount of the Note and all accrued but unpaid interest now or hereafter to become due and payable under the Note, as modified hereby.

**Current Note Balance.** As of the effective date hereof, the outstanding principal balance of the Note is \$621,658.85.

**Acknowledgment.** Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of any party to the Related Documents. Grantor hereby acknowledges, agrees and represents that (a) Grantor is indebted to Lender pursuant to the terms of the Note, as modified hereby; (b) the liens, security interests and assignments created and evidenced by the Related Documents are, respectively, valid and subsisting liens, security interests and assignments of the respective dignity and priority recited in the Related Documents; (c) the lien of the Mortgage is hereby renewed, modified and continued so as to secure the payment of the Note, as modified hereby; (d) there are no claims or offsets against, or defenses or counterclaims to, the terms or provisions of the Related Documents and the obligations created or evidenced by the Related Documents; (e) there are no claims, offsets, defenses, or counterclaims arising from any of Lender's acts or omissions with respect to the Property, the Related Documents or Lender's performance under the Related Documents or with respect to the Property; (f) the representations and warranties contained in the Related Documents are true and correct representations; and warranties of Grantor and third parties, as of the date hereof; and (g) Lender is not in default, and no event has occurred which, with the passage of time, giving of notice, or both, would constitute a default by Lender of Lender's obligations under the terms and provisions of the Related Documents. For purposes of this Agreement, "Lender" shall include Lender's predecessors, successors,

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assigns, agents and present and former officers, directors, employees, and representatives and any persons or entities owned or controlled by, owning or controlling, or under common control or otherwise affiliated with, Lender.

No Waiver of Remedies. Except as may be expressly set forth herein, nothing contained in this Agreement shall prejudice, act as, or be deemed to be, a waiver of any right, remedy or recourse available to Lender by reason of the occurrence or existence of any fact, circumstance or event constituting a default under the Note or any of the other Related Documents.

Costs and Expenses. Contemporaneously with the execution and delivery hereof, Grantor shall pay, or cause to be paid, all costs and expenses incident to the recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, recording fees, title insurance policy or endorsement premiums or other charges of any applicable title company, and reasonable fees and expenses, if applicable, of legal counsel to Lender.

Effectiveness of the Related Documents. Except as expressly modified by the terms and provisions hereof, provided herein to the contrary, each and every term and provision of the Related Documents are hereby ratified and shall remain in full force and effect and the parties hereto covenant to observe, comply with and perform each of the terms and provisions of the Note, Mortgage and the other Related Documents as modified hereby; provided, however, that any reference in any of the Related Documents to the Loan, the amount constituting the Loan, any defined terms, or to any of the other Related Documents shall be deemed from and after the date hereof, to refer to the Loan, the amount constituting the Loan, the defined terms, and to such other Related Documents, as modified hereby. The parties hereto agree that the modification as provided herein shall in no manner vitiate, impair or affect the liens and security interests created and evidenced by the Mortgage and the other Related Documents (except as expressly modified, amended, renewed and extended herein) and that such liens and security interests shall not be and are not in any manner released or waived; the purpose of this instrument being simply to modify the Note, Mortgage and the other Related Documents as expressly set forth herein.

Execution and Delivery of Agreement by Lender. Lender shall not be bound by this Agreement until (i) Lender has executed and delivered this Agreement, (ii) the other party(ies) to this Agreement have performed all of their obligations under this Agreement to be performed contemporaneously with the execution and delivery of this Agreement, (iii) if required by Lender, each guarantor of the Loan, if any, has executed and delivered to Lender a consent agreement, in form and substance satisfactory to Lender, and (iv) if required by Lender, the other party(ies) to this Agreement and each guarantor of the Loan, if any, have executed and delivered to Lender an arbitration resolution, an environmental questionnaire, and an environmental certification and indemnity agreement, all in form and substance satisfactory to Lender.

Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Additional Documentation. From time to time, the other party(ies) to this Agreement shall execute or procure and deliver to Lender such other and further documents securing or pertaining to the Loan or the Related Documents as shall be reasonably requested by Lender and to take and cause to be taken all such actions as Lender shall deem necessary or appropriate in connection with, or related to, this Agreement and the transactions contemplated hereby, including, but not limited to, such actions as shall be necessary (a) to record this Agreement and any related instrument, document or agreement, (b) to cause an insurer satisfactory to Lender to issue a mortgagee policy of title insurance with respect to the lien of the Mortgage or, at Lender's sole option, an endorsement to a pre-existing mortgagee policy of title insurance, such policy or endorsement to be in form and substance satisfactory to Lender, and (c) to satisfy appraisal and any other legal requirements under applicable law and/or in accordance with Lender's policies and procedures.

Governing Law. THE TERMS AND CONDITIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

Counterpart Execution. This Agreement may be executed by one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

EACH PARTY HERETO ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH PARTY HERETO AGREES TO ITS TERMS.

GRANTOR:

X Leon G. Robinson, Jr.  
LEON G. ROBINSON, JR.

X \_\_\_\_\_

LENDER:

Bank One, Illinois, NA

98104571 by Walter M. Dew  
Authorized Officer

V.P.

Clerk's Office

JAN 01

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Exhibit "A"

1609 Emerson, Evanston, Illinois

The East 1/2 of Lot 20 and East 37.5 Feet of Lot 21 in Block 6 in McNeil's Addition to Evanston. Said Addition being a Subdivision of the Northwest 1/4 of the Northeast 1/4 of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 10-13-209-019

1613-1615 Emerson, Evanston, Illinois

The East 37 1/2 feet of Lot 19 and the West 1/2 of Lot 20 in Block 6 in McNeil's Addition to Evanston, a Subdivision of the Northeast 1/4 of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 10-13-209-016.  
10-13-209-017

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1532 Emerson/1717 Lyons, Evanston, Illinois:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AS FOLLOWS: ON THE NORTHEAST BY THE SOUTH LINE OF EMERSON STREET; ON THE NORTHWEST BY A STRAIGHT LINE DRAWN FROM A POINT ON THE SOUTH LINE OF EMERSON STREET DISTANT 502.30 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13 TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, DISTANT 231.44 FEET EASTERLY FROM THE SOUTHWEST CORNER THEREOF; ON THE SOUTHWEST BY THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, BEING ALSO THE CENTER LINE OF LYONS STREET; AND ON THE SOUTHEAST BY A LINE DRAWN WITH AND DISTANT 85 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID NORTHWESTERLY LINE HEREINABOVE DESCRIBED.

PIN: 10-13-215-026

10-13-215-027

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11-20-98