

Loan # 753 4693-34693

98118818

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THIS INSTRUMENT WAS PREPARED BY:

*amirto*

Michael P. Trimarco, Vice President  
OXFORD BANK AND TRUST  
1100 WEST LAKE STREET  
ADDISON, IL 60101

(6)

*H98 00480P*

## MODIFICATION AGREEMENT - MORTGAGE & SECURITY AGREEMENT, PROMISSORY NOTE, & MODIFIED & RESTATED MORTGAGE

In consideration of the payment to OXFORD BANK AND TRUST, the owner and holder of the indebtedness described below, of a modification fee of \$10.00 receipt of which is hereby acknowledged, it is mutually agreed that the terms of repayment of said indebtedness be and they are hereby modified as herein provided:

The existing indebtedness is represented by a Note dated June 15, 1989, in the original principal amount of \$501,000 plus interest with the initial interest rate charged under this Promissory Note being fixed for the first three (3) years of the term hereof at twelve percent (12%) per annum, until the 1st of July, 1992, at which time the interest will be adjusted as follows:

The interest rate of this Promissory Note shall be adjusted on the first day of July, 1992, the first day of July, 1995, the first day of July, 1998 and again the first day of July, 2001 to an interest rate equal to the Prime rate plus one percent (1%) as that rate existed on June 1, 1992; June 1, 1995; June 1, 1998; and June 1, 2001 respectively.

The interest rate on the outstanding balance was modified on the 20th day of March, 1991 per the Modified and Restated Mortgage to 10.5% per annum on the outstanding loan balance until maturity.

This Promissory Note is payable, principal and interest in initial equal monthly installments of Six Thousand Twelve and 84/100 (\$6,012.84) each, due and payable on the first day of August, 1988, and on the first day of each and every month thereafter, until the first day of July, 1992, at which time the monthly payment due under this Promissory note shall be adjusted to an amount that will fully amortize the then outstanding principal balance at the adjusted interest rate over the remaining term. This payment adjustment shall, also, occur on the first day of July, 1995, the first day of

DEPT-01 RECORDING  
14009 TRAN 1310 02/13/98 09168100  
5444 KP 1-18818  
COOK COUNTY RECORDER

*Deveg # 97284278*

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**BOX 333-CTI**

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July, 1988 and the first day of July, 2001. The final installment of all outstanding principal and accrued interest was due and payable the first day of August, 2004.

The final payment of all outstanding principal and accrued interest was modified on the 20th day of March, 1991 per the Modified and Restated Mortgage to a required balloon payment due March 1, 1996, at which time all then accrued interest and unpaid principal shall then be due. The present unpaid balance of said indebtedness is \$233,522.44. The Note is secured by a Mortgage and Security Agreement dated June 15, 1989 and recorded in the office of the Registrar of Title of Cook County on July 14, 1989 as Document No. 3809752, and recorded in the office of the Cook County Recorder on July 14, 1989 as Document No. 89-322480, and by an Assignment of Rents dated July 14, 1989 recorded in the office of the Cook County Recorder on July 14, 1989 as Document No. 89-322480. The Mortgage and Security Agreement were subsequently modified by a Modified and Restated Mortgage dated March 20, 1991 and recorded in the office of the County Recorder of Cook County on December 7, 1992 as Document No. 92-914322.

The Note and Mortgage was amended by the Modification Agreement - Mortgage & Security Agreement, Promissory Note, & Modified & Restated Mortgage dated November 30, 1992 to provide that the unpaid balance of \$440,493.43 shall bear interest at the rate of Oxford Bank & Trust Base rate ("Base") plus one and one half percent (Base + 1 1/2%) floating, daily per annum, with an interest rate cap of 11.5% and shall be paid in installments as follows; \$6,012.84 on the 15th day of December, 1992, and \$6,012.84 on the 15th day of each succeeding month thereafter for 60 successive months and a final payment of all unpaid principal and accrued, unpaid interest on the 31st day of December, 1997. A prepayment fee shall be assessed of 3% on the amount prepaid in any event. The monthly payment of \$6,012.84 shall be accepted without assessment of a pre-payment fee on the following described real estate:

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LOTS 1 THRU 20 BOTH INCLUSIVE IN BLOCK 15 IN IRA BROWN'S ADDITION TO PARK RIDGE, A SUBDIVISION OF LOTS 13 TO 15 IN ASSESSOR'S DIVISION OF THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 10 N. CUMBERLAND, PARK RIDGE, ILLINOIS 60068.

|         |               |               |
|---------|---------------|---------------|
| P.I.N.: | 09-26-323-009 | 09-26-323-014 |
|         | 09-26-323-010 | 09-26-323-015 |
|         | 09-26-323-011 | 09-26-323-016 |
|         | 09-26-323-012 | 09-26-323-017 |
|         | 09-26-323-013 | 09-26-323-018 |

The Note and Mortgage are hereby amended to provide that the unpaid balance of \$233,522.44 shall bear interest at the rate of 8.5% fixed and shall be paid in installments as follows; \$4,791.07 on the 15th day of January, 1998, and \$4,791.07 on the 15th day of each succeeding month thereafter for 60 successive months and a final payment of all unpaid principal and accrued, unpaid interest on the 31st day of December, 2002.

All other terms, provisions and conditions of the Promissory Note, Mortgage and Security Agreement, Modified and Restated Mortgage and any and all other security instruments and supporting documents of any nature shall remain unchanged in every respect and are hereby ratified and confirmed.

DATED AT ADDISON, ILLINOIS, this 31st day of December, 1997

Attest: Michael A. Pawlak  
Michael A. Pawlak, Senior Vice President

BY: Michael P. Trifmarco  
Michael P. Trifmarco, Vice President

The foregoing Extension Agreement has been executed with the knowledge and consent of the undersigned endorsers or guarantors who hereby consent to the same and agree that their obligations shall continue in force unchanged hereby.

Thomas Gangas  
Thomas Gangas, Individually

William Poyce  
William Poyce, Individually

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CUMBERLAND PROPERTIES, an Illinois General Partnership

BY: [Signature]

ITS: GENERAL PARTNER

BY: [Signature]

ITS: TRUSTEE

CUMBERLAND CORPORATION, an Illinois Corporation

BY: [Signature]

ITS: TRUSTEE

BY: [Signature]

ITS: SECRETARY

American National Bank & Trust Company as Successor Trustee to  
Old Kent Bank, Not Individually but Solely  
As Trustee Under Trust No. 5284

[Signature]  
Trust Officer

This instrument is executed by the undersigned and Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, acknowledgments, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

State of Illinois,

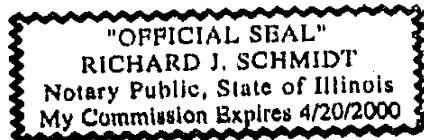
DuPage County.

I, RICHARD J. SCHMIDT, a Notary Public in and for said county and state, do hereby certify that WILLIAM FROICE personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this 30 day of JAN. 1998

[Signature]

Notary Public



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10/10/09



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STATE OF Illinois }  
= }  
COUNTY OF Dupage }

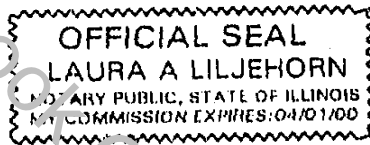
I, Laura A. Liljehorn the undersigned, Notary Public

In and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael A. Paulak

personally know to me to be the Service President of Odorn Bank & Trust  
a corporation, and Michael P. Trimm personally known to me to be the Vice President of said  
corporation; and personally known to me to the same persons whose names are subscribed  
to the foregoing instrument; appeared before me this day in person and severally  
acknowledged that as such officers, they signed and delivered the said instrument as such  
officers of said corporation and caused the corporate seal of said corporation to be affixed  
thereto, pursuant to authority, given by the Board of Directors of said corporation as their  
free and voluntary act, and as the free and voluntary act and deed of said corporation, for  
the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of January, 1998.

Laura A. Liljehorn  
Notary Public



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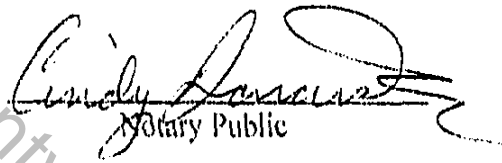
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STATE OF ILLINOIS )  
                              )SS.  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that **Eva Higi**, Trust Officer of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that she, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company, to said instrument as her own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 6<sup>th</sup> day of February, 1998.

CINDY DONARSKI  
NOTARY PUBLIC, STATE OF ILLINOIS  
COMMISSION EXPIRES 7-25-1998

  
Notary Public

CINDY DONARSKI  
NOTARY PUBLIC, STATE OF ILLINOIS  
COMMISSION EXPIRES 7-25-1998

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