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This instrument prepared by
and please return to:
Kimberly K. Enders, Esq.
100 West Monroe Street #1500
Chicago, Illinois 60603



98194211

. DEPT-01 RECORDING \$37.50
. 140009 TRAN 1625 03/11/96 16147100
. 14976 REC *-78-194211
. COOK COUNTY RECORDER

COMMONLY KNOWN AS: 812-818 Harrison, Oak Park, Illinois
P.I.N.: 06-18-135-011

PRAIRIE TITLE
329 W. CHICAGO AVE.
OAK PARK, IL 60302

SECOND LOAN MODIFICATION AGREEMENT

98-150630
03/11/96
98194211

This instrument is a Second Loan Modification Agreement ("Second Modification") among The PrivateBank and Trust Company, an Illinois banking corporation ("Lender"), Pinnacle Bank, as successor to Suburban Trust and Savings Bank, Trustee under Trust Agreement No. 4093, dated December 18, 1987 ("Trustee") and Louis B. Scannicchio and Linda Scannicchio (collectively "Guarantors"). Trustee and Guarantors are collectively referred to herein as "Borrowers."

RECITALS:

A. Trustee holds fee simple title to certain real estate ("Real Estate") commonly known as 812-818 Harrison, Oak Park, Illinois, which is legally described on Exhibit A attached hereto.

B. On May 22, 1992, Trustee executed and delivered to Lender a Promissory Note in the amount of \$200,000 ("Note") which evidenced a loan in the amount of \$200,000 ("Loan"). To secure the

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Note, Borrowers executed and delivered to Lender the following documents ("Security Documents"):

1. a Real Estate Mortgage and Assignment of Rents ("Mortgage") executed by Borrowers covering the Real Estate which Mortgage was recorded with the Recorder of Deeds on June 1, 1992 as Document No. 92-9377802;

2. an Assignment of Rents and Lessor's Interest in Leases executed by Borrowers covering the Real Estate, which was recorded June 1, 1992 as Document No. 92-377803 and re-recorded July 22, 1992 as Document No. 92-536212;

3. a Collateral Assignment of Beneficial Interest in Land Trust ("Collateral Assignment") executed by Guarantors and accepted by Trustee;

4. an Environmental Indemnity Agreement executed by Guarantors;

5. a Guaranty of Note, Mortgage and other undertakings executed by Guarantors;

6. a Security Agreement executed by Borrowers; and

7. UCC-1 and UCC-2 Financing Statements executed by Borrowers.

C. On September 1, 1995, Lender, Trustee and Guarantors entered into a Loan Modification Agreement ("Modification"), pursuant to which Lender reduced the interest rate applicable to the Note during the period September 1, 1995 to June 1, 1998 from 9.5% to 8.75% and Borrowers agreed to pay certain premiums in the

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event they prepaid the Note. The Modification was recorded on October 24, 1995 as Document 95-725811.

D. Borrowers again have requested Lender to reduce the interest rate applicable to the Note during the period from March 1, 1998 until June 1, 2001 from 8.75% or such Adjusted Rate as may be applicable as of June 1, 1998 to 7.875%. Lender is agreeable to this request subject to the covenants, conditions and restrictions contained herein.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

1. Subparagraphs (b) and (c) of the Note are hereby modified and amended in their entirety and the following provisions shall apply to all further interest charges and payments on the Note:

On April 1, 1998, and on the first day of each succeeding month thereafter, there shall be paid the amount of \$1,682.81, which amount shall be applied first to interest at the rate of 7.875% per annum and the balance, if any, to principal.

2. As further conditions precedent to this Second Modification, Borrowers shall:

(a) pay to Lender a fee in the amount of \$850 for this Second Modification and Lender's expenses for title insurance premiums as provided in Section 7 hereof;

(b) provide Lender with a title insurance policy or endorsement to its current title insurance policy which insures the Mortgage as modified by this Second Modification as a first lien on the Real Estate subject only to such exceptions as Lender shall

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permit and which reflects and insures that Trustee is the holder and owner of fee simple interest in the Real Estate; and

(c) provide Lender with updated certificates of insurance as required by the Mortgage.

3. Guarantors hereby reaffirm their obligations under the Guaranty and agree that the Guaranty is amended and extended to cover and guaranty the Note as modified by this Second Modification. All references in the Guaranty to the Note shall mean the Note as modified hereby. Guarantors hereby expressly acknowledge and confirm that by executing this Second Modification, Lender has not waived, altered or modified Lender's rights under any of the Loan Documents to amend, extend, renew or modify or otherwise deal with the obligations of the parties hereto or any of the security given to Lender in connection therewith without the consent of Guarantors and without such action releasing, modifying, or affecting the obligations of Guarantors or affecting the security heretofore granted to Lender.

4. This Second Modification shall constitute an amendment of the Note and Security Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note ("Loan Documents") reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or

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priority of the Mortgage, or the covenants, conditions and agreements therein contained or contained in the Note.

5. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.

6. Borrowers hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

7. Borrowers hereby agree to pay any title insurance premiums in connection with this Second Modification.

8. Borrowers and Guarantors knowingly, voluntarily and intentionally waive irrevocably the right they may have to trial by jury with respect to any legal proceeding based hereon, or arising out of, under or in connection with the Note or any of the documents executed or contemplated to be executed in conjunction herewith or any course of conduct or course of dealing, in which Lender and Borrowers or Guarantors are adverse parties. This provision is a material inducement for Lender in granting any financial accommodation to Borrowers or Guarantors, or any of them.

9. This Second Modification is executed by Pinnacle Bank, as successor to Suburban Trust and Savings Bank, as Trustee, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustee personally to pay any indebtedness arising or accruing under or pursuant to this Second Modification, or to

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perform any covenant, undertaking, representation or agreement, either express or implied, contained in this Second Modification all such personal liability of Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this Second Modification.

IN WITNESS WHEREOF, the parties hereto have executed this Second Modification on March 1, 1998.

TRUSTEE:

Pinnacle Bank, a successor to Suburban Trust and Savings Bank, as Trustee under Trust Agreement dated 12/18/87 and known as Trust No. 4095

By: Henry J. Rikter
Its Vice President

Attest: Stanley O. Mark
Its SECRETARY

LENDER:

The PrivateBank and Trust Company, an Illinois banking corporation

By: [Signature]
Its OFFICER

GUARANTORS:

Louis B. Scannicchio
Louis B. Scannicchio

Linda Scannicchio
Linda Scannicchio

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that W. R. Miller and S. Lovell, Vice President and Asst Secretary, respectively, of Pinnacle Bank, as successor to Suburban Trust and Savings Bank, as Trustee as aforesaid, personally known to me 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 and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 2-26, 1998.

Marilyn J. Ludvik
Notary Public



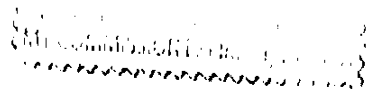
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Louis B. Scannicchio, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal March 4, 1998.

Frank J. Pellegrino
Notary Public



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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Linda Scannicchio, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal March 1, 1998.

Frank Pellegrini
Notary Public

PROPERTY OF COOK COUNTY
"OFFICIAL SEAL"
FRANK PELLEGRINI
NOTARY PUBLIC, STATE OF ILLINOIS
EXPIRES 1/21/2001

98494211

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that _____, President of The PrivateBank and Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal March 1, 1998.

Frank Pellegrini
Notary Public

"OFFICIAL SEAL"
FRANK PELLEGRINI
NOTARY PUBLIC, STATE OF ILLINOIS
EXPIRES 1/21/2001

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EXHIBIT A

LEGAL DESCRIPTION:

LOTS 11 AND 12 (EXCEPT THAT PART THEREOF LYING SOUTH OF A LINE 33 FEET NORTH OF AND EXTENDING PARALLEL WITH THE SOUTH LINE OF SAID LOT 11) IN BLOCK 4 IN OAK PARK SUBDIVISION, BEING A SUBDIVISION OF LOTS 2 AND 3 AND PART OF LOT 1 LYING WEST OF OAK PARK AVENUE, IN THAT PARTITION OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OF THE EAST 1/4 OF LOT 2 IN SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 812-818 Harrison, Oak Park, Illinois
P.I.N.: 16-19-135-011

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