

MORTGAGE  
MODIFICATION  
AGREEMENT



THIS INDENTURE, made this  
15th day of November, 1998,  
by and between **Marquette**  
**National Bank as Trustee**  
U/T/A #1060, hereinafter  
known as *Mortgagor*,  
**Borrower** and **Marquette**  
**National Bank** a National  
Banking Corporation,  
hereinafter known as

. DEPT-01 RECORDING \$29.50  
. T#0011 TRAN 5452 09/10/99 10:46:00  
. #9287 ÷ TB #-99-860151  
. COOK COUNTY RECORDER

*Mortgagee*,

WITNESSETH:

**WHEREAS**, the Mortgagor(s) represent themselves to be the owner of the Real Estate hereinafter described:

That part of Outlot "A" in Huguelet's Addition to South Holland (hereinafter described) lying East of a line parallel with the East line of said Outlot "A" and intersecting the North line of said Outlot "A" at a point 300.00 feet East (as measured along said North line) of the Northwest corner of said Outlot "A", (excepting therefrom said part of Outlot "A" the East 140.13 feet thereof) in Huguelet's addition to South Holland being a subdivision of part of the West 1/2 of the Northwest 1/4 of Section 26 and part of the East 1/2 of the Northeast 1/4 of Section 27, all in Township 36 North, Range 14 East of the Third Principal Meridian, according to the plat thereof registered in the office of the registrar of titles in Cook County, Illinois, on November 16, 1965 as Document 2242345.

Common Address: 601-25 E. 170th Street, South Holland, Illinois  
Permanent Index Numbers: 29-27-204-023

AND WHEREAS, said Mortgagor has heretofore executed a certain Mortgage and Note with an **original** principal amount of Three Hundred Fifty Thousand and no/100 (\$350,000.00) Dollars with interest at 1.0% in excess of the Prime Rate as it changes from time to time, p (the "Note Rate") per annum on the unpaid balance until paid, to Mortgagee, dated the 19th day of May, 1994 recorded in the Office of the Recorder of Cook County, Illinois as Document Number 94-532822 (and Mortgage Modification Agreement recorded as Document No. 95-432632, 96-545825 and 96-932205) and secured by the Real Estate described above;

**NOW THEREFORE**, Mortgagor and Mortgagee (or Trustee) agree that the terms of the original Mortgage (or Trust Deed), Note and Assignment of Rents (if applicable) with a current principal balance of \$268,299.70, are hereby changed as follows:

[ ] The principal balance has been increased to \$ effective the day of , 19.

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- [ X ] All unpaid principal and accrued interest, and other amounts due under the Note and Mortgage (or Trust Deed) shall be payable on or before November 15, 2011 (**the new maturity date**), if not sooner paid.
- [ X ] The rate of interest has been changed to 7.75 %, per annum effective the 15th day of November, 1998.
- [ X ] Monthly principal and interest payments of \$2,750.98 will continue on the 15th day of December, 1998, and continue on each successive month, except that the final payment, if not sooner paid, shall be due and payable on the Maturity Date.
- [ ] If checked here, all references to interest rate changes or payment changes during the term of this Mortgage (or Trust Deed) and Note are hereby deleted.
- [ ] A 5% late charge shall be assessed on the amount of any scheduled payment still unpaid 15 days or more after any payment due date or maturity, to reflect the additional administrative expense required to collect delinquent payments.

**Mortgagor and Mortgagee (or Trustee) further agree** that except as amended in writing in connection with this agreement, said Mortgage (or Trust Deed), Note and any related Assignment of Rents, Security Agreements or other documents (the "Loan Documents" as used herein) shall remain in full force and effect according to their original terms. Mortgagors expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption law of the State of Illinois. The additional provisions shown on the reverse of this agreement are incorporated herein by reference. **IN TESTIMONY WHEREOF**, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

**Marquette National Bank** owner/holder of the Note,

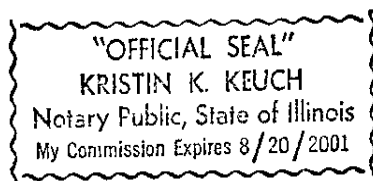
By: John T. Postle Vice President      Attest: Betty J. Brady Asst. Secretary

STATE OF ILLINOIS

SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of said Bank, and borrower 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 severally acknowledged that they signed and delivered the said instrument as such officers of said Bank, as their 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 this 15th day of November 1998



Kristin K. Keuch  
Notary Public

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MORTGAGOR:

It is expressly understood and agreed by and between the parties hereto, anything herein 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 Marquette National Bank, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking 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.

IN WITNESS WHEREOF Marquette National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary, the day and year first above written.

EXCULPATORY LANGUAGE ATTACHED HERETO AND  
MADE A PART HEREOF

MARQUETTE NATIONAL BANK

As Trustee under Trust #1060 and not personally

Land Trust Officer

Assistant Secretary

STATE OF ILLINOIS

Will SS  
COUNTY OF COOK<sup>X</sup>

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named Trust Officer and Assistant Secretary of said Bank, 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 severally acknowledged that they signed and delivered the said instrument as such officers of said Bank, as their free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27<sup>th</sup> day of November 1998

Notary Public



# UNOFFICIAL COPY

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This document is executed by MARQUETTE NATIONAL BANK, not personally but as Trustee under Trust No. 1060 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed by and between the parties hereto, anything herein 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 MARQUETTE NATIONAL BANK, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking 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.

County Clerk's Office

## Additional Provisions

**Amendments:** This agreement, together with the original Loan Documents and additional documents executed with this extension, constitutes the entire understanding and agreement of the parties as to the matters set forth in this agreement. All the provisions of the note(s), mortgage, trust deed and assignments (including the right to declare principal and accrued interest due for any cause specified in the loan documents) shall remain in full force and effect except as herein expressly modified. The provisions of this indenture shall inure to the benefit of any holder of the notes and shall bind the heirs, personal representatives and assigns of the mortgagor and any guarantors. Amendments to this agreement must be given in writing to be effective.

**Due on Sale or Transfer:** At the option of the note holder, and without notice to the Mortgagor or any Guarantor or collateral pledgor, if the Mortgagor sells, conveys, executes any agreement to convey title, further encumbers said premises, or causes an assignment of a portion of the beneficial interest thereof, all unpaid indebtedness secured by the mortgage shall become immediately due and payable, notwithstanding anything to the contrary in the note and mortgage. The acceptance of payments on any indebtedness shall not constitute a waiver of the right to demand immediate repayment or impair an acceleration of repayment.

**Required Escrow Deposits:** If requested or required by noteholder, the mortgagor agrees to deposit with the Note Holder on the first day of each month, a sum equal to 1/12th of the estimated annual real estate taxes and special assessments, and 1/12th of the annual insurance premiums payable, such funds to be held by the Mortgagee in escrow along with a two month reserve for future increases, to pay taxes, special assessments, and insurance premiums as they become due. The Note Holder may collect interest at the note rate plus three percent on any sums advanced from escrow in excess of mortgagor deposits, or on amounts advanced to protect or preserve the property, discharge or settle any lien, confirm the status of title, foreclose on the property, or for attorney fees, including appearances in Bankruptcy court or any other court.

**Inspections:** Note Holder or its agent may make reasonable entries upon, and inspections of the property. Note Holder may escrow insurance proceeds payable for losses until an acceptable inspection report is received. Note Holder shall give borrower notice at the time of or prior to an inspection, specifying the reasonable causes for the inspection and the applicable fees or charges for that inspection, which may be deducted from insurance proceeds payable or charged to the Mortgagor's escrow account.

**Additional Terms:**  If checked here, the additional terms on the Rider are incorporated hereon by reference.

This Instrument Prepared By:

Kristin K. Keuch  
Marquette National Bank  
9612 W 143rd Street  
Orland Park, IL 60462

After Recording Mail To:

Kristin K. Keuch  
Marquette National Bank  
9612 W 143rd Street  
Orland Park, IL 60462