

# UNOFFICIAL COPY

1203/0127 41 001 Page 1 of 6  
1999-03-16 12:57:40  
Cook County Recorder



This document was prepared by:  
FOUNDERS BANK  
3052 West 111th Street  
Chicago, Illinois 60655



(Space above this line for recording purposes)

## MODIFICATION AGREEMENT

to a Promissory Note(s)  
and to a Mortgage held by  
FOUNDERS BANK

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is January 28, 1999, and the parties are the following:

**MORTGAGOR OF PROPERTY/BORROWER:**

FOUNDERS BANK (SUCCESSOR BY MERGER TO MT. GREENWOOD BANK) ATUTA DTD  
9-23-96 A/K/A TR #5-1203  
a trust  
3052 W. 111th St.  
Chicago, Illinois 60655

**BANK:**

FOUNDERS BANK  
an ILLINOIS banking corporation  
3052 West 111th Street  
Chicago, Illinois 60655  
Tax I.D. # 36-2446555  
Branch No. 13730  
(as Mortgagee)

2. BACKGROUND. Promissory Note dated September 30, 1996 in the amount of \$127,200.00 by and between Borrower and Bank. Real Estate Mortgage dated September 30, 1996 in the amount of \$127,200.00 recorded October 2, 1996 as Document #96750748 on Property located in the Village of Richton Park, County of Cook, State of Illinois by and between Borrower and Bank. Assignment of Leases and Rents dated September 30, 1996 in the amount of \$127,200.00 recorded October 2, 1996 as Document #96750749 on Property located in the Village of Richton Park, County of Cook, State of Illinois by and between Borrower and Bank.

3. MODIFICATION. The terms and conditions of the loan (Loan) are hereby modified to read as follows:

A. INTEREST. The Loan in the principal amount of \$123,625.72 is payable to Bank's

Initials **BK** PAGE 1

3-4  
P-6  
N-or  
Mey  
JWC

# UNOFFICIAL COPY

99253261 Page 2 of 6

order with interest from January 28, 1999, on the unpaid principal balance at the rate of 7.75% per annum (Contract Rate) until the Note matures or the obligation is accelerated. After maturity or acceleration, the unpaid balance shall bear interest at the rate specified in the Note until paid. The Loan and the Note are limited to the maximum lawful amount of interest (Maximum Lawful Interest) permitted under federal and state laws. If the interest accrued and collected exceeds the Maximum Lawful Interest as of the time of collection, such excess shall be applied to reduce the principal amount outstanding, unless otherwise required by law. If or when no principal amount is outstanding, any excess interest shall be refunded to Borrower according to the actuarial method. Interest shall be computed on the basis of a 360-day year and the actual number of days elapsed.

B. **REPAYMENT TERMS.** Payments shall be made in installments as follows: One Thousand Two Hundred Eighty Two Dollars and Ninety Three Cents (\$1,282.93) or more on the 28th day of February, 1999 and One Thousand Two Hundred Eighty Two Dollars and Ninety Three Cents (\$1,282.93) or more on the 30th day of each and every month thereafter, until said Principal sum and any and all accrued interest is fully paid except that the final of said Principal sum, and any and all accrued interest if not sooner paid shall be due on September 30, 2011.

C. **OTHER MODIFICATIONS.** Borrower promises to pay interest monthly at the rate of Seven and Seventy Five per cent (7.75%) from date of disbursement hereunder to and including January 30, 2004. The interest rate hereunder will be adjusted (increased or decreased) on January 30, 2004, and on that day every sixtieth (60th) month thereafter, each such date being an "Interest Rate Change Date" hereunder, until the Principal amount due and all interest accrued is paid in full. The interest rate to be charged shall be based upon the most recent "ask yield" rate quote as set forth for Treasury Notes maturing 5 years from the Interest Rate Change Date as published by the Wall Street Journal in the Treasury bonds, Notes & bills quotes section. The Bank will calculate the new interest rate for each interest rate change date by adding two hundred seventy five (275) basis points to the "ask yield rate" and then round the result to the nearest one-eighth of one percentage point (0.125%). If the index is no longer available, the Bank will designate a new index based upon comparable information. The Bank shall have the right to increase or decrease the monthly payment due hereunder as of any change date. In order to equally amortize remaining payments due to the maturity date, based upon the principal balance due and the new interest rate determined. This is a Fifteen (15) year adjustable rate note.

4. **COVENANTS AND WARRANTIES BY MORTGAGOR.** Mortgagor affirmatively represents, warrants and covenants:

- A. that the Mortgage liens described herein and granted to FOUNDERS BANK are subordinate to no other lien or interest;
- B. that Mortgagor has good and marketable title to all of the Property; and
- C. that the Property is subject to no outstanding liens or other encumbrances.

5. **YEAR 2000 COMPLIANCE.** As of the date of this Agreement, Borrower has assessed the risk of Year 2000 noncompliance and has formulated, approved, and implemented a comprehensive business plan (Year 2000 Plan) to meet "Year 2000 requirements." "Year 2000 requirements" include analyzing, programming, and testing all of Borrower's information technology systems to accurately process date and time data, including, but not limited to, calculating, comparing, and sequencing functions. "Year 2000 requirements" apply to all systems or processes that directly or indirectly affect Borrower's business, such as accounting and processing procedures, as well as basic electronic devices that are necessary to facility management, such as security systems, elevators, and telephones. Borrower's Year 2000 Plan includes an allocation of resources toward meeting Year 2000 requirements, an inventory of all affected systems, processes to

Attest

(\*Corporate seal may be affixed, but failure to affix shall not affect validity or reliance.)

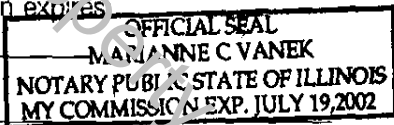
STATE OF ILLINOIS

SS:

COUNTY OF COOK

On this 04TH day of FEBRUARY, 1999, I, MARIANNE C. VANEK, a notary public, certify that BARBARA J. RALSON, TRUST OFFICER, as Trustee, for FOUNDERS BANK (SUCCESSOR BY MERGER TO MT. GREENWOOD BANK) ATUTA DTD 9-23-96 A/K/A TR #5-1203, 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/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires:



[Signature]
NOTARY PUBLIC

STATE OF

SS:

COUNTY OF

On this \_\_\_ day of \_\_\_, I, \_\_\_ a notary public, certify that KEITH J. SANDERS, VICE PRESIDENT, of FOUNDERS BANK, an ILLINOIS banking corporation, 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/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires:

NOTARY PUBLIC

THIS IS THE LAST PAGE OF A 4 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

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 rights, 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 Founders Bank or any beneficiaries under said Trust Agreement, 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.

# UNOFFICIAL COPY

99253261  
Page 3 of 6  
assess and prepare for the interaction of Borrower's systems with external systems, periodic testing and evaluation of progress under Borrower's Year 2000 Plan, and contingency arrangements for Year 2000 failure, either by Borrower or Borrower's partners, affiliates, vendors, or customers.

Borrower will take all measures necessary to fulfill the requirements of Borrower's Year 2000 Plan and meet all Year 2000 requirements as specified above. Borrower agrees to make Borrower's Year 2000 Plan available to Bank, if requested, and will keep Bank informed of progress made under Borrower's Year 2000 Plan. Borrower will immediately notify Bank of any actual or anticipated delays in meeting dates designated in Borrower's Year 2000 Plan or failure to accomplish any objectives of Borrower's Year 2000 Plan. Borrower will allow Bank, or a third party Bank designate, reasonable access to Borrower's information technology systems for the purpose of determining progress made under Borrower's Year 2000 Plan. Borrower agrees that Bank has no responsibility for managing, advising, or executing any of Borrower's efforts to comply with Year 2000 requirements or Borrower's Year 2000 Plan.

6. CONTINUATION OF ALL OTHER TERMS AND CONDITIONS. This Agreement shall operate as a modification only and shall relate back to the execution and delivery of the original Note. All other terms and conditions of this Loan contained in the loan documents not specifically referred to and modified herein continue in full force and effect, and Borrower hereby ratifies and confirms the security, priority and enforceability of each document securing the Loan.
7. COLLATERAL PROTECTION INSURANCE NOTICE. Unless Borrower provides Bank with evidence of the insurance coverage required by Borrower's agreement with Bank, Bank may purchase insurance at Borrower's expense to protect Bank's interests in Borrower's Collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Bank purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Collateral. Borrower may later cancel any insurance purchased by Bank, but only after providing Bank with evidence that Borrower has obtained insurance as required by Borrower's agreement with Bank. If Bank purchases insurance for the Collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Bank may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be more than the cost of the insurance Borrower may be able to obtain on Borrower's own.
8. RECEIPT OF COPY. Borrower acknowledges receiving a copy of this Agreement.

MORTGAGOR/BORROWER:

FOUNDERS BANK (SUCCESSOR BY MERGER TO MT. GREENWOOD BANK) ATUTA DTD 9-23-96 A/K/A T  
& NOT PERSONALLY

By: Barbara J. Ralson  
BARBARA J. RALSON, TRUST OFFICER  
As Trustee

APPROVED: January 28, 1999

BANK:

FOUNDERS BANK  
an ILLINOIS banking corporation

By: Keith J. Sanders VP  
KEITH J. SANDERS, VICE PRESIDENT

[Corporate Seal\*]

NOTICE AND CONSENT TO MODIFICATION BY GUARANTOR

GUARANTOR:

PAUL KOHLER  
11901 S. Pine Creek Drive  
Orland Park, IL 60462  
Social Security # 340-40-6868

BANK:

FOUNDERS BANK  
an ILLINOIS banking corporation  
3052 West 111th Street  
Chicago, Illinois 60655  
Tax I.D. # 36-2446555  
Branch No. 13730

FOUNDERS BANK hereby notifies Guarantor, and Guarantor acknowledges, that Borrower has requested a modification to the terms of the Loan and that Bank has agreed to modify the Loan, subject to the terms and conditions contained in a Modification Agreement dated January 28, 1999, and executed by FOUNDERS BANK (SUCCESSOR BY MERGER TO MT. GREENWOOD BANK) ATUTA DTD 9-23-96 A/K/A TR #5-1203 (Borrower). Guarantor unconditionally consents to such modification.

Except to the extent that the Modification Agreement expressly modifies the terms and conditions of the Loan, Guarantor acknowledges that the terms and conditions of the Note and Guaranty Agreement continue in full force and effect.

Dated: 2/2/99

GUARANTOR



PAUL KOHLER  
Individually

STATE OF Ill

SS:

COUNTY OF Cook

On this 2nd day of February 1999, I, the undersigned, a notary public, certify that PAUL KOHLER, 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/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My

  
NOTARY PUBLIC

# UNOFFICIAL COPY

LEAGL DESCRIPTION:

99253261  
99253261  
LOT 13, OF RICHTON TRAIL APARTMENTS SUBDIVISION, UNIT NUMBER 25 BEING  
A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 35 Page 6 of 6  
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF  
RICHTON PARK, ACCORDING TO THE PLAT THEREOF RECORDED, IN THE OFFICE  
OF THE RECORDER OF DEED, OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 6, 1978,  
AS DOCUMENT NUMBER 24614607, IN COOK COUNTY, ILLINOIS.  
P.I.N. #31-34-303-011-000  
COMMONLY KNOWN AS: 4550 HEARTLAND, RICHTON PARK, ILLINOIS

Property of Cook County Clerk's Office