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Cook County Recorder 31.50

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



RE TITLE SERVICES # 689990

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**MODIFICATION AGREEMENT**  
to a Promissory Note(s)  
and to an Mortgage held by  
FOUNDERS BANK

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1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is March 3, 1999, and the parties are the following:

**MORTGAGOR OF PROPERTY/BORROWER:**

**FOUNDERS BANK (SUCCESSOR BY MERGER TO MT. GREENWOOD BANK) A/T/U/T/A DTD**  
**3/21/97 A/K/A TRUST #5-1234**  
a trust  
3052 W. 111th Street  
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. Borrower executed a promissory note payable to the order of Bank dated April 23, 1997, (Note) evidencing a loan (Loan) which Note is further described as follows: Note number 423972, in the principal amount of \$520,000.00, and payable on May 10, 2002. As of the date of this Agreement, the principal balance on the Note is \$508,709.19, and the accrued interest is \$2,521.38. The total amount currently due on the Note is \$511,230.57. Borrower and Bank hereby agree to modify the Note on the terms contained in this Agreement.

3. SECURITY. This Agreement is secured by the following type(s) (or items) of property (Collateral):

- Equipment**
- Real Estate**
- Land Trust**

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## Fixtures

which includes (but is not limited to) the following described property:

All of the rights, powers, privileges and beneficial interest of Kevin P. McKee and Ronald March under Trustee Agreement dated March 21, 1997 with Founders Bank (Successor by Merger to Mt. Greenwood Bank) as Trustee and known as Trust #5-1234 and proceeds thereof.

The real property portion of the Collateral includes the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

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

The term "Collateral" further includes, but is not limited to, the following property, whether now owned or hereafter acquired, and whether or not held by a bailee for the benefit of the Owner or owners, all: accessions, accessories, additions, fittings, increases, insurance benefits and proceeds, parts, products, profits, renewals, rents, replacements, special tools and substitutions, together with all books and records pertaining to the Collateral and access to the equipment containing such books and records including computer stored information and all software relating thereto, plus all cash and non-cash proceeds and all proceeds of proceeds arising from the type(s) (items) of property listed above.

This Agreement is secured by the following described real estate documents: Real Estate Mortgage and Security Agreement dated April 23, 1997 in the amount of \$520,000.00 on the Property located in the City of Chicago, County of Cook, State of Illinois recorded in the Office of the Cook County Recorder on May 1, 1997 as document #97-306925 by and between Founders Bank (successor by merger to Mt. Greenwood Bank) A/T/U/T/A Dated 3/21/97 A/K/A Trust #5-1234 and Bank. Assignment of Leases and Rents dated April 23, 1997 in the amount of \$520,000.00 on the Property located in the City of Chicago, County of Cook, State of Illinois recorded in the Office of the Cook County recorder on May 2, 1997 as document #97-306926 by and between Founders Bank (successor by merger to Mt. Greenwood Bank) A/T/U/T/A Dated 3/21/97 A/K/A Trust #5-1234 and Bank.

Additionally, a security interest is granted in the Collateral by the following described security agreements: Security Agreement with Assignment of Beneficial Interest as Collateral dated April 23, 1997 by and between Kevin P. McKee, Ronald March, and Bank. Security Agreement dated April 23, 1997 by and between Kevin P. McKee and Ronald March.

4. **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 \$500,000.00 is payable to Bank's order with interest from March 3, 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.** Principal and accrued interest are due and payable in 59 equal monthly payments of \$3,915.02 on the 10th day of each month, beginning April 10, 1999, or the day following if the payment day is a holiday or is a non-business day

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for Bank. Unless paid prior to maturity, the last scheduled payment plus all other unpaid principal, accrued interest, costs and expenses are due and payable on March 10, 2004, which is the date of maturity. These payment amounts are based upon timely payment of each installment. All amounts shall be paid in legal U.S. currency. Any payment made with a check will constitute payment only when collected.

C. OTHER MODIFICATIONS. 1) YIELD MAINTENANCE PREPAYMENT PREMIUM: SEE ATTACHMENT. 2) AT THE TIME OF THIS MODIFICATION A PRINCIPAL REDUCTION OF \$8,709.19 IS REQUIRED TO BRING THE PRINCIPAL BALANCE TO \$500,000.00 AND ACCRUED INTEREST OF \$2,521.38 IS ALSO TO BE PAID.

5. 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.

6. 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 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.

7. 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.

8. 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

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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.

9. RECEIPT OF COPY. Borrower acknowledges receiving a copy of this Agreement.

**MORTGAGOR/BORROWER:**

**FOUNDERS BANK (SUCCESSOR BY MERGER TO MT. GREENWOOD BANK) A/T/U/T/A DTD 3/21/97 A/K/A**

Trust #5-1234 & NOT  
**PERSONALLY**

By: Anne M. Kelly  
V.P. & TRUST OFFICER  
As Trustee

APPROVED: March 3, 1999

**BANK:**

**FOUNDERS BANK**  
an ILLINOIS banking corporation

Exoneration provision restricting  
any liability of Founders Bank,  
affixed hereto, is hereby  
expressly made a part hereof.

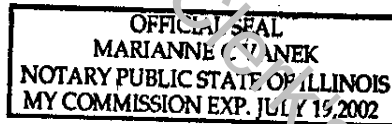
By: William D. O'Hearn  
WILLIAM D. O'HEARN, VICE PRESIDENT

[Corporate Seal\*]

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 26TH day of MARCH, 1999, I, MARIANNE C. VANEK, a notary public, certify that, as Trustee, for **FOUNDERS BANK (SUCCESSOR BY MERGER TO MT. GREENWOOD BANK) A/T/U/T/A DTD 3/21/97 A/K/A TRUST**, \*personally known to me to be the same\*5-1234 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:

Marianne C. Vanek  
NOTARY PUBLIC

STATE OF Ill  
ss:

COUNTY OF Cook

On this 3rd day of March 1999, I, the undersigned, a notary public, certify that **WILLIAM D. O'HEARN, 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:

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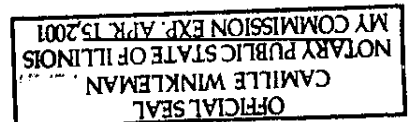
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It is hereby understood and agreed by and between the parties hereto, appearing herein to the contrary notwithstanding, that each and all of the warrants, indemnities, representations, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the warrants, indemnities, representations, covenants, undertakings, and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warrants, 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 name, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility shall be assumed by or shall at any time be asserted or enforceable against Founders Bank or any other parties under said Trust Agreement on account of this Agreement or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, expressed or implied, and such personal liability, if any, being expressly waived and released.

THIS IS THE LAST PAGE OF A 5 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

NOTARY PUBLIC

*Camille Winkelman*





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## EXHIBIT "A"

This EXHIBIT "A" is referred to in and made a part of that certain Modification Agreement dated March 3, 1999, by and between the following parties:

**MORTGAGOR OF PROPERTY/BORROWER:**

**FOUNDERS BANK (SUCCESSOR BY MERGER TO MT. GREENWOOD BANK) A/T/U/T/A DTD  
3/21/97 A/K/A TRUST #5-1234**  
a trust  
3052 W. 111th Street  
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**BANK:**

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

The properties hereinafter described are those properties referred to in this Agreement as being described in Exhibit "A":

LOT 24 AND THE SOUTH 6 INCHES OF LOT 25 IN BLOCK 2 IN JEROME I. CASE'S SUBDIVISION OF THE NORTH 418 FEET OF OUTLOT "F" IN WRIGHTWOOD SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST TO THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN #14-28-311-051 COMMONLY KNOWN AS 2520 NORTH BURLING, CHICAGO, IL 60614.