

# UNOFFICIAL COPY

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Certificate No. 1377153 Document No. 3205929

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 1377153 indicated affecting the  
following described premises, to-wit:

LOT FIVE----- (5)  
LOT SIX----- (6)

In Block One (1), in Wassell and Branburg's North Avenue Subdivision of the East  
Half (1) of the Southeast Quarter (1) of the Northwest Quarter (1) of the Northeast  
Quarter (1) of Section 5, also the East Half (1) of the Northeast Quarter (1) of the  
Northwest Quarter (1) of the Northeast Quarter (1) of Section 5, Township 39 North,  
Range 13, East of the Third Principal Meridian.

16-05-203-002

Section \_\_\_\_\_ Township \_\_\_\_\_ North, Range \_\_\_\_\_ East of the  
Third Principal Meridian, Cook County, Illinois.

EQUITY TITLE CO. OF ILL. I.  
100 N. LASALLE/SUITE 210  
CHICAGO, IL 60602

CHICAGO, ILLINOIS 10/25 1989

3835313

# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of April, 1978.

CLERK OF COOK COUNTY

Property of Cook County Clerk's Office

030447000

# UNOFFICIAL COPY

NOTE MODIFICATION AGREEMENT

3 5 3835315

THIS NOTE MODIFICATION AGREEMENT, dated this 24th day of October, 1989, by and among Henry Groch, Christine Groch and River Forest State Bank and Trust Company, not personally but as Trustee under Trust Agreement dated September 1, 1989 and known as Trust No. 3558 (hereinafter collectively referred to as "Maker") and River Forest State Bank and Trust Company, an Illinois banking corporation whose address is 7727 W. Lake Street, River Forest, Illinois 60305 (hereinafter referred to as the "Bank").

## WITNESSETH:

WHEREAS, the Bank is the holder of that certain Mortgage Note dated September 5, 1989 in the original principal amount of \$135,700.00 recognized by the Registrar of Torrens Titles in Cook County, Illinois as Doc. No. 3822777 and duly executed by the Maker (hereinafter referred to as the "Note"); and,

WHEREAS, the Note is secured by a Mortgage, Assignment of Rents and Security Agreement dated September 5, 1989 covering real estate located at 5807 West North Avenue, Chicago, Illinois (hereinafter referred to as the "Collateral"); and,

WHEREAS, the Note is also secured by a Mortgage dated September 5, 1989 covering real estate located at 7555 West Bryn Mawr, Chicago, Illinois (hereinafter referred to as the "Residence"); and,

WHEREAS, the Note is further secured by an Assignment of Beneficial Interest in River Forest State Bank and Trust Company Trust No. 3558 as evidenced by that certain Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust dated September 5, 1989 (hereinafter referred to as the "Assignment"); and,

WHEREAS, the Maker and the Bank desire to amend and modify the Note as hereinafter set forth; and,

WHEREAS, Maker warrants that the Note remains valid, binding and enforceable against Maker, Collateral, Residence and Assignment, according to their terms.

NOW, THEREFORE, in consideration of these mutual agreements and conditions herein contained the parties hereto agree as follows:

1. The section of the Note beginning with the last line of page 3 and continuing through end of page 4 is hereby amended to read as follows:

The payment of this Note is secured by:

- (I) A Mortgage, Assignment of Rents and Security Agreement of even date herewith from RIVER FOREST STATE BANK AND TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated September 1, 1989 and known as Trust No. 3558, as Mortgagor, to RIVER FOREST STATE BANK AND TRUST COMPANY, as Mortgagee on real estate located at 5807 West North Avenue, Chicago, Illinois (the "5807 Mortgage").

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(II) A Mortgage dated September 5, 1989 from Henry Groch and Christine Groch, his wife, as Mortgagor, RIVER FOREST STATE BANK AND TRUST COMPANY, as Mortgagee on real estate located in County of Cook, State of Illinois (the "Residential Mortgage").

(III) A Mortgage, Assignment of Rents and Security Agreement of even date herewith from RIVER FOREST STATE BANK AND TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated September 1, 1989 and known as Trust No. 3558, as Mortgagor, to RIVER FOREST STATE BANK AND TRUST COMPANY, as Mortgagee on real estate located at 5815 West North Avenue, Chicago, Illinois (the "5815 Mortgage").

The 5807 Mortgage, 5815 Mortgage, Assignment and Residential Mortgage as well as certain other documents evidencing and/or securing the indebtedness evidenced are hereby collectively referred to herein as the "Loan Documents". All of the agreements, conditions, covenants, provisions and stipulations contained in the Loan Documents which are to be kept and performed by Maker are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein, and Maker covenants and agrees to keep and perform them or cause them to be kept and performed, strictly in accordance with their terms.

The Bank agrees to release the Residential Mortgage upon the verification by the Bank that each of the following conditions have been satisfied:

- A. The payment history on the loan detailed herein has been satisfactory to the Bank for at least 30 months;
- B. The Borrower has not breached any of the warrants or good faith covenants contained in the Loan Documents, as defined herein;
- C. Golden Automotive, Inc. must generate a positive net income during 1989, 1990 and 1991 (as verified through Federal Tax Returns) while supporting a rental expense of \$20,000.00 per year and officer compensation of at least \$35,000.00 per year;
- D. The current balance of the Note shall be no more than \$98,500.00.

Maker in order to provide for the payment of real estate taxes, promises to pay monthly in addition to the above payments, one-twelfth (1/12) of the annual real estate taxes as estimated by the Bank or holder of this Note in such manner as the Bank or holder of this Note may prescribe, so as to provide for the current year's tax obligation. If the amount estimated to pay said taxes is not sufficient, Maker promises to pay the difference upon demand. It shall not be obligatory upon the Bank to inquire into the validity or accuracy of any of said items before making payments of the same and nothing herein contained shall be construed as requiring.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

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2. All other terms, provisions and conditions of the Note as modified hereby are confirmed by the Maker.
3. This NOTE MODIFICATION AGREEMENT shall be attached to and made a part of the Note.
4. Maker warrants that the Note remains valid, binding and enforceable against Maker, the Collateral pledged pursuant to the 5807 Mortgage, the real estate pledged pursuant to the 5815 Mortgage, the Residence pledged pursuant to the Residential Mortgage, and Assignment, according to their terms.

Henry Groch  
Henry Groch

Christine Groch  
Christine Groch

This instrument is executed by RIVER FOREST STATE BANK AND TRUST COMPANY, not personally, but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by RIVER FOREST STATE BANK AND TRUST COMPANY shall be taken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against RIVER FOREST STATE BANK AND TRUST COMPANY by reason of any of the covenants, statements, representations or warranties contained in this instrument.

RIVER FOREST STATE BANK AND TRUST COMPANY, not personally but as Trustee under a Trust Agreement dated September 1, 1989 and known as Trust No. 3558

BY: Rene Durie

ITS: VICE PRESIDENT AND TRUST OFFICER

Accepted:

RIVER FOREST STATE BANK  
AND TRUST COMPANY

BY: Maureen [Signature]

ITS: VICE PRESIDENT AND CONTROLLER

Attested:

BY: David A. [Signature]

ITS: Commercial Loan Officer

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Cook County

\_\_\_\_\_  
Notary Public

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# UNOFFICIAL COPY

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STATE OF Illinois  
COUNTY OF Cook

SS. Notary Public in and for the State of Illinois

I, Joanna L. Kmiec

in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Rusiewski  
personally known to me to be the Vice President of the River Forest State Bank  
and Trust Company, a corporation, and David A. Napoli, personally  
known to me to be the Commercial Loan Officer ~~Secretary~~ of said corporation, and 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 as such Vice President and Commercial Loan Officer ~~Secretary~~, they  
signed and delivered the said instrument as Vice President and Commercial Loan Officer ~~Secretary~~ 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 of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 24th day of October 1989.

OFFICIAL SEAL  
JOANNA L. KMIEC  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. OCT. 15, 1991

Joanna L. Kmiec

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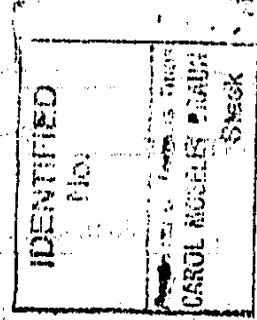
CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

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TO TITLE...  
CHICAGO, ILL. 60607

Property of Cook County Clerk's Office

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