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Cook County Recorder 39.00

AMENDMENT TO MORTGAGE DOCUMENTS

CHICAGO TITLE AND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO

This Amendment to Mortgage Documents (this "Amendment") is dated October 18, 2001 and made by and between CHICAGO TITLE AND TRUST COMPANY ("Trustee"), not personally, but solely as Trustee under Trust Agreement dated December 21, 1992 and known as Trust No. 1098443 (the "Trust"), and GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY, a Colorado corporation ("Mortgagee" or "Lender"), and is joined in by KATHLEEN G. FAIER ("Beneficiary" and, collectively with Trustee, "Mortgagor" or "Borrower"), and consented to by MARTIN FAIER ("Guarantor").



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RECITALS:

A. Trustee executed and delivered to Mortgagee a certain Promissory Note dated December 30, 1992 in the original principal sum of \$1,060,000.00 (the "Note");

B. The Note is secured by a Mortgage and Security Agreement dated December 29, 1992 and recorded in Cook County, Illinois on December 31, 1992 as Document No. 92986598, made by Trustee and joined in by Beneficiary for the benefit of Mortgagee (the "Mortgage"), and further secured by a Collateral Assignment of Rents and Leases dated December 29, 1992 and recorded in Cook County, Illinois on December 31, 1992 as Document No. 92986599, made by Borrower to and for the benefit of Mortgagee (the "Assignment of Rents"), and by other documents and instruments described in the Mortgage (collectively with the Note, Mortgage and Assignment of Rents, the "Mortgage Documents");

THIS DOCUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO

JOHN L. WAHLERS, ESQ.
1869 RANCHVIEW DRIVE
NAPERVILLE, ILLINOIS 60565-6727

BOX 333-CTI

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C. The Mortgage Documents encumber or otherwise pertain to real estate commonly known as 566 West Adams Street, Chicago, Cook County, Illinois and legally described on Exhibit A attached hereto and incorporated herein by reference, and other property and interests owned by Mortgagor in conjunction therewith (collectively, the "Mortgaged Property");

D. Beneficiary is the sole beneficiary of the Trust;

E. Borrower has requested that Lender consent to the abrogation of an easement (the Easement") created pursuant to instrument dated April 15, 1896 and recorded in Cook County, Illinois as Document No. 2504068, a part of which Easement is described as Parcel 2 on Exhibit A attached hereto. In conjunction with the abrogation of the Easement, Trustee is to obtain fee simple title to an eight foot wide strip of land (the "Additional Parcel") which is contiguous to the north lot line of the Mortgaged Property and legally described on Exhibit B attached hereto and incorporated herein by reference.

F. Lender is willing to consent to the abrogation of the Easement provided that Borrower amend the Mortgage Documents to add the Additional Parcel to the Mortgaged Property and otherwise subject to the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the foregoing, of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Lender hereby consents to the abrogation of the Easement.
2. Borrower hereby grants, mortgages and conveys to Lender the Additional Parcel to have and to hold as a part of the Mortgaged Property subject to the Mortgage Documents. Hereafter, the legal description of the land encumbered by the Mortgage (the "Amended Legal Description") shall be the land described on Exhibit C attached hereto and incorporated herein by reference, and the liens, encumbrances and security interests of Lender shall pertain to the Mortgaged Property defined with respect to the land described by the Amended Legal Description. Borrower at its expense shall obtain an endorsement to the Lender's title insurance policy covering the recording of this Amendment and substituting the Amended Legal Description for the legal description contained in said policy.
3. Borrower shall pay, promptly after demand therefor, all fees, costs and expenses incurred by Lender in conjunction with this Amendment, including attorneys' fees, recording fees, premiums for endorsements to Lender's title insurance policy, escrow fees and trustee's fees. In the event Borrower fails to pay any and all such fees, costs and expenses when due, and such failure remains uncured more than 30 days after written notice thereof given to Borrower from Lender, such failure shall constitute an Event of Default as defined in the Note and Mortgage. In such event, Lender may, without waiving any right or remedy available to it by reason of such Event of Default, pay such unpaid fees, costs and expenses and add the same to the principal balance of the

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indebtedness evidenced by the Note or continue to bill Borrower separately for same. Any such unpaid items which are added to the principal balance of said indebtedness shall be due and payable to Lender no later than 15 days after written notice thereof given to Borrower, together with interest thereon at the Default Rate.

4. Except as expressly amended by the terms and provisions of this Amendment, the terms, conditions, covenants, agreements, representations and warranties contained in the Mortgage Documents shall remain in full force and effect and are hereby expressly ratified and confirmed.

5. This Amendment is executed by Trustee, not personally, but as trustee pursuant to the terms of the aforesaid Trust Agreement, solely in the exercise of the power and authority conferred upon and invested in it as such trustee, and Trustee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing herein contained shall be construed as establishing any personal liability upon Trustee under this Amendment or under the Mortgage Documents described herein, all such personal liability being hereby expressly waived by Lender, and Lender's only recourse against Trustee being limited to the Mortgaged Property, as defined in the Mortgage, and other collateral and property given as security for the payments due to Lender, as evidenced and provided for in the Mortgage Documents.

IN WITNESS WHEREOF, Lender and Trustee have executed this Amendment as of the date and year first above written. **CHICAGO TITLE AND TRUST COMPANY**

AS SUCCESSOR TRUSTEE TO

CHICAGO TITLE AND TRUST COMPANY, not personally, but as Trustee under the provisions of Trust Agreement dated December 21, 1992, and known as Trust No. 1098443

By: 

Name: LYNDA S. BARRIE

Title: ASST VICE PRESIDENT

Attached exoneration rider is incorporated herein

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

By: 

Name: E.J. Anderson
Assoc Mortgage Investments Mgr

Title: Mortgage Investments

By: 

Name: ROLF ABT
Manager, Investment Operations

Title: General Accounts

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything 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 Chicago Title Land Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant 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.

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) SS
COUNTY OF COOK)

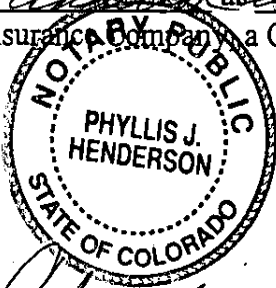
THIS INSTRUMENT was acknowledged before me on October 25, 2001, by LYNDA S. BARRIE, as Trust Officer of Chicago Title and Trust Company.



Lidia Marinca
Notary Public

STATE OF Colorado)
) SS
COUNTY OF Grapahoe)

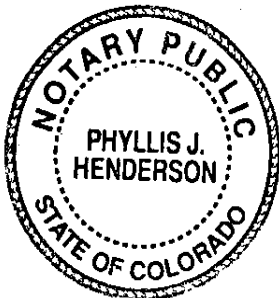
THIS INSTRUMENT was acknowledged before me on October 22, 2001, by Donna Anderson as Trust Officer of Great-West Life & Annuity Insurance Company, a Colorado corporation.



Phyllis J. Henderson
Notary Public
My Commission Expires April 14, 2002

STATE OF Colorado)
) SS
COUNTY OF Grapahoe)

THIS INSTRUMENT was acknowledged before me on October 22, 2001 by John E. Holt as Manager, Investment Dept of Great-West Life & Annuity Insurance Company, a Colorado corporation.




Phyllis J. Henderson
Notary Public
My Commission Expires April 14, 2002

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JOINDER TO AMENDMENT BY BENEFICIARY

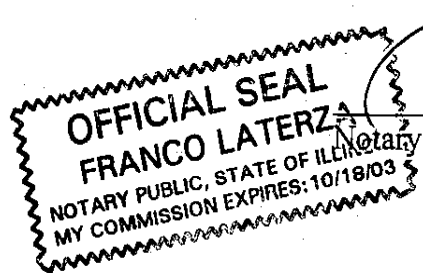
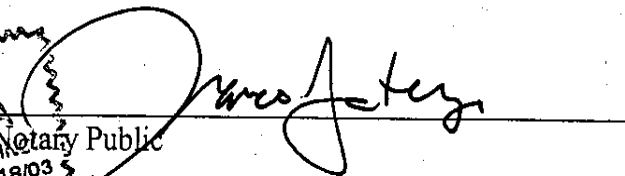
In consideration of the Amendment to Mortgage Documents to which this Joinder is attached (the "Amendment"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, KATHLEEN G. FAIER, being the sole owner of 100% of the beneficial interest in and to the Trust described in said Amendment (the "Trust"), and the sole holder of the power of direction of said Trust, hereby agrees as follows. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in said Amendment:

1. The undersigned consents to the terms and conditions of the Amendment.
2. The undersigned consents to and joins in the granting to Lender of the liens and security interests pertaining to the Additional Parcel described in the Amendment and hereby grants to Lender a security interest in and to any interest the undersigned and the undersigned's successors and assigns may have in the Mortgaged Property as the same pertains to the Additional Parcel described in the Amendment, subject to the terms and conditions of the Mortgage Documents.
3. The undersigned has or will duly authorize and direct Trustee to execute and deliver the Amendment.


Kathleen G. Faier

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

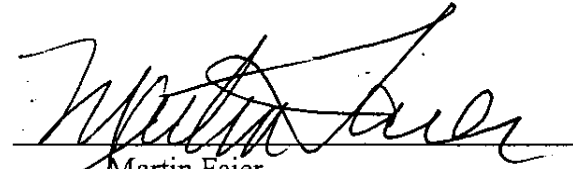
THIS INSTRUMENT was acknowledged before me on October 18, 2001 by KATHLEEN G. FAIER.

 
OFFICIAL SEAL
FRANCO LATERZA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/18/03
Notary Public

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CONSENT TO AMENDMENT BY GUARANTOR

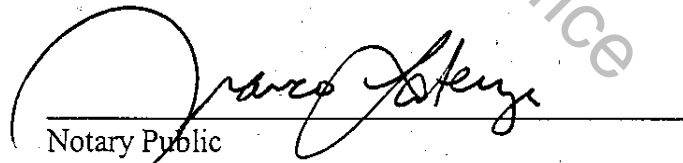
In consideration of the Amendment to Mortgage Documents to which this Consent is attached (the "Amendment"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, MARTIN FAIER, hereby consents to the terms and conditions of the Amendment and ratifies and confirms his obligations pursuant to the Limited Guaranty dated December 30, 1992 made by him to and for the benefit of Great-West Life & Annuity Insurance Company.



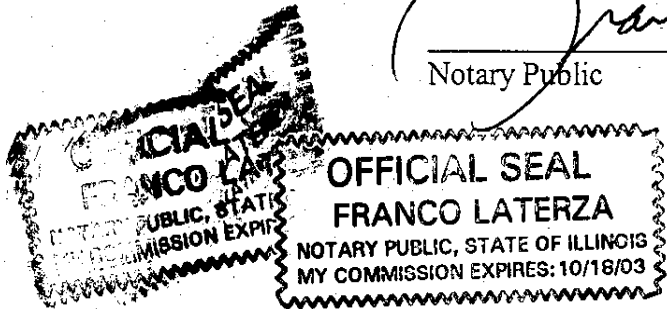
Martin Faier

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

THIS INSTRUMENT was acknowledged before me on October 18, 2001 by MARTIN FAIER.



Notary Public



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EXHIBIT A

Legal Description

PARCEL 1:

Lots 7, 8 and 9 in Egan's Subdivision of Lots 7 and 8 in Block 47 in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, east of the third principal meridian, in Cook County, Illinois.

PARCEL 2:

Easement for the benefit of Parcel 1 as created by a grant from Alexander O. Mason, and others, to Henry M. Hooker, and others, dated April 15, 1896 and recorded March 1, 1897 as Document 2504068 for ingress and egress over the following described land:

The west 79.5 feet of the south 5 feet of Lot 3 in Egan's Subdivision of Lots 7 and 8 in Block 47 in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, east of the third principal meridian, in Cook County, Illinois.

Permanent Index No.: 17-16-107-011

Commonly known as: 566 West Adams Street
Chicago, Illinois 60606

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EXHIBIT B

Additional Parcel

Being all that part of the South 8 feet of Lot 3 in W.B. Egan's Subdivision of Lots 7 and 8 in Block 47 of School Section Addition to Chicago of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, lying west of the northerly extension of the West line of Lot 6 in said W.B. Egan's Subdivision, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 17-16-107-033

Address: Part of 127 S. Jefferson St., Chicago, Illinois

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EXHIBIT C

Amended Legal Description

PARCEL 1:

Lots 7, 8 and 9 in Egan's Subdivision of Lots 7 and 8 in Block 47 in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Being all that part of the South 8 feet of Lot 3 in W.B. Egan's Subdivision of Lots 7 and 8 in Block 47 of School Section Addition to Chicago of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, lying west of the northerly extension of the West line of Lot 6 in said W.B. Egan's Subdivision, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Nos.: 17-16-107-011 and 17-16-107-033

Commonly known as: 566 West Adams Street
Chicago, Illinois 60606

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Property of Cook County Clerk's Office

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