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Cook County Recorder 58.00



Cross Reference: Instrument No. 04049661

ASSUMPTION AND MODIFICATION OF MORTGAGE

This ASSUMPTION AND MODIFICATION OF MORTGAGE (this "**Modification**") is executed as of the 30th day of September, 2002, but effective for all purposes as of the 1st day of June, 2002 (the "**Effective Date**"), by MAYS PROPERTY MANAGEMENT COMPANY, LLP, an Indiana limited liability partnership, successor in interest to Mays Property Management Company, an Indiana general partnership ("**MPM**"), and BANK ONE, NA, successor by merger to Bank One, Indiana, NA, successor by merger to NBD Bank, N.A. (the "**Bank**") to amend the terms of the Mortgage, dated as of December 15, 1994, executed and delivered by Chicago Title and Trust Company, as Trustee (the "**Trustee**") under a Trust Agreement No. 1190170 dated June 1, 1994 (the "**Trust Agreement**"), to the Bank, covering certain real estate and other property described therein located in Cook County, Illinois, and recorded in the Office of the Cook County, Illinois, Recorder on December 15, 1994 as Instrument No. 04049661 (as amended to date, the "**Mortgage**"). Terms used in this Modification but not otherwise defined in this Modification shall have the meanings ascribed to such terms in the Mortgage.

1. MPM represents and warrants to the Bank that on February 28, 1998 (the "**Conveyance Date**"), the trust established pursuant to the Trust Agreement (the "**Land Trust**") was terminated, that on such date the Trustee conveyed a fee simple interest in the Premises to MPM as the sole beneficiary pursuant to the Trust Agreement, and that as a result of such conveyance MPM has and continues as of the Effective Date to have valid and indefeasible fee simple title to the Premises.

2. MPM does not possess a copy of the conveyance document executed by the Trustee to convey the Premises to MPM, and as of the date of execution of this Modification has not determined if such conveyance document has been recorded with the Office of the Cook County, Illinois Recorder. If, after the execution of this Modification, it is determined that such conveyance document was not recorded: (a) MPM agrees to cause the Trustee to execute a new conveyance document which conveys a fee simple interest in the Premises to MPM, subject to the Mortgage; and (b) MPM agrees to cause such conveyance document to be recorded with the Office of the Cook County, Illinois Recorder as soon as practicable after it receives such conveyance document from Trustee.

3. MPM confirms that as of the Conveyance Date, MPM assumed and agreed to perform, pay and discharge all of the obligations, liabilities, and responsibilities of Mortgagor under the Mortgage, and on the Conveyance Date became for all purposes the Mortgagor of the Premises. By its execution of this Modification, MPM ratifies, covenants and agrees that as of the Conveyance Date, MPM assumes and agrees to perform, pay and discharge all of the obligations, liabilities and responsibilities of the Trustee, as Mortgagor under the Mortgage and that MPM for all purposes became the Mortgagor under the Mortgage on the Conveyance Date. The Bank hereby confirms its consent to the termination of the Land Trust and the conveyance of the Premises by the Trustee to MPM, as settlor and sole beneficiary of the Land Trust, all subject to the continuing lien of the Mortgage.

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4. The sixth full paragraph of the Mortgage, beginning with the phrase "This Mortgage secures the following:" is modified as of the Effective Date, and as so modified, replaced in its entirety with the following text:

"This Mortgage is given to secure all obligations, indebtedness and liabilities of Mays Property Management Company, LLP, an Indiana limited liability partnership, successor in interest to Mays Property Management Company, an Indiana general partnership ("MPM"), to the Bank of every type and description, direct or indirect, absolute and contingent, due or to become due, now existing or hereafter arising, under, pursuant to or by virtue of:

(i) the letter loan agreement, dated December 1, 1994, between MPM and the Bank, as amended by a Modification of Loan Documents, dated as of May 15, 1998, between MPM and the Bank, as amended by a Second Modification of Loan Documents, dated as of November 19, 2001, between MPM and the Bank and as further amended by a Third Modification of Loan Documents, dated as of the Effective Date, between MPM and the Bank, and as the same has been and may hereafter be amended, modified or restated from time to time and at any time (the "Loan Agreement"); and

(ii) the indebtedness evidenced by that certain Replacement Business Credit Note, dated May 15, 1998, executed by MPM to the order of the Bank in the original principal amount of \$1,500,000, as amended by that certain Third Modification of Loan Documents, dated as of September 30, 2002, between MPM and the Bank, and as the same has been and may hereafter be amended, modified, restated or replaced from time to time and at any time (the "Note").

All of the foregoing obligations, indebtedness and liabilities are secured as they now exist and as they may be increased or otherwise changed by any amendment to any instrument or agreement which now or hereafter evidences, secures or expresses terms applicable to any of them and are collectively referred to in this Mortgage as the "Debt".

5. Section 21 of the Mortgage, together with the stamped text which is set forth below the Trustee's signature on the Mortgage, each are hereby deleted in their respective entireties as of the Conveyance Date, and shall be of no further force and effect.

6. As amended by this Modification, the Mortgage remains in full force and effect.

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IN WITNESS WHEREOF, MPM and the Bank have executed this Modification as of the Effective Date.

MAYS PROPERTY MANAGEMENT COMPANY, LLP, an Indiana limited liability partnership, successor in interest to Mays Property Management Company, an Indiana general partnership

By: William G. Mays
William G. Mays, its general partner
("MPM")

BANK ONE, NA, successor by merger to Bank One, Indiana, NA, successor by merger to NBD Bank, N.A.

By: H. Robert Hill
H. Robert Hill, Vice President
(the "Bank")

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STATE OF INDIANA)
) SS.
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared William G. Mays, a general partner of Mays Property Management Company, LLP, who being first duly sworn, acknowledged execution of the above Modification of Mortgage for and on behalf of Mays Property Management Company, LLP, as its duly authorized general partner.

Witness my hand and official seal this 30th day of September, 2002.

Sherrida Diane Hull
Notary Public
Printed: Sherrida Diane Hull

I am a resident of Marion County, Indiana
My commission expires: 04/28/08

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared H. Robert Hill, a Vice President of Bank One, NA, who being first duly sworn, acknowledged execution of the above Modification of Mortgage for and on behalf of Bank One, NA, as its duly authorized officer.

Witness my hand and official seal this 30th day of September, 2002.

Alane Judkins
Notary Public
Printed: ALANE P. JUDKINS

I am a resident of HAMILTON County, INDIANA
My commission expires: MARCH 11, 2008

This instrument was prepared by, and after recording return to, Jonathan T. Tempel, Esq., Baker & Daniels, 300 North Meridian Street, Suite 2700, Indianapolis, Indiana 46204.

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007507290 D2
STREET ADDRESS: 700 & 736 EAST 112TH ST. & CORLISS AVE.
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 25-23-102-006-0000

LEGAL DESCRIPTION:

LOT 21 (EXCEPT THE WEST 151.53 FEET THEREOF) AND ALL OF LOT 22 IN PULLMAN INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 22 AND PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 23 NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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