

# UNOFFICIAL COPY



Eugene "Gene" Moore Fee: \$38.50  
Cook County Recorder of Deeds  
Date: 07/09/2003 11:07 AM Pg: 1 of 7

## MODIFICATION OF MORTGAGE

**BORROWER:** Fifth Third Bank, successor trustee to Grand Premier Trust & Investment, Inc. n/k/a Premier Trust Services, Inc. ("Land Trustee"), not individually, but solely as trustee under a Land Trust Agreement dated April 15, 1986 and known at Trust No 327, and James M. Flanagan, ("Borrower")

**LENDER:** Associated Bank, a state banking corporation

THIS INSTRUMENT IS EFFECTIVE AND SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO ALL GOODS WHICH ARE OR ARE TO BECOME FIXTURES INCLUDED WITHIN THE PROPERTY AND IS TO BE FILED FOR RECORD OR REGISTERED IN THE REAL ESTATE RECORDS OF COOK COUNTY, ILLINOIS. THE MAILING ADDRESS OF LENDER AND THE ADDRESS OF BORROWER ARE SET FORTH WITHIN. A PHOTOGRAPHIC OR OTHER REPRODUCTION OF THIS INSTRUMENT OR ANY FINANCING STATEMENT RELATING TO THIS INSTRUMENT SHALL BE SUFFICIENT AS A FINANCING STATEMENT.

Street Address of Property:

1712 South Prairie Ave., Chicago, IL

P.I.N.:	17-22-303-016	17-22-303-019
	17-22-303-017	17-22-303-020
	17-22-303-018	17-22-303-021
	17-22-303-019	17-22-303-022
		17-22-303-023
		17-22-303-026

This instrument prepared by (and  
return after recording to):

McCARTHY DUFFY  
180 North LaSalle Street

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Suite 1400  
Chicago, Illinois 60601  
Attention: Timothy E. Weilandt  
(312) 726-0355

## *MODIFICATION OF MORTGAGE*

This Modification of Mortgage (this "Modification") is made as of this 21st day of April, 2003, by and between Fifth Third Bank, successor trustee to Grand Premier Trust & Investment, Inc. n/k/a Premier Trust Services, Inc. ("Land Trustee"), not individually, but solely as trustee under a Land Trust Agreement dated April 15, 1986 and known as Trust No 327, and James M. Flanagan, an individual ("Beneficiary"), and Associated Bank, a state banking corporation, (the "Mortgagee"). The Trustee and the Beneficiary are collectively referred to herein as the "Mortgagor."

### WITNESSETH:

WHEREAS, to secure the repayment of a certain Promissory Note, dated April 21, 2002, in the original principal amount of \$13,088,494.00 from Mortgagor in favor of Mortgagee (the "Note"), the Trustee executed in favor of Mortgagee that certain Mortgage dated as of April 21, 2002, and recorded with the Cook County Recorder of Deeds and Assignment of Leases, Rents, Guaranties and Security Deposits dated April 21, 2002, and recorded with the Cook County Recorder of Deeds (collectively the "Mortgage") which encumbers the real property legally (the "Mortgaged Premises") described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Mortgagee has requested that Mortgagor modify the existing obligations of Mortgagor, and Mortgagor has agreed to do so, subject to the provisions contained herein and in that certain Loan Agreement, dated April 21, 2002, of which the Beneficiary and Mortgagee are parties.

NOW THEREFORE, in consideration of the promises to be performed hereunder, the parties agree, as follows:

1. The Recitals contained in the preamble of this Modification are made a part hereof and the same shall be construed in light thereof.
2. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to such terms in the Loan Agreement, as amended.
3. Contemporaneously with the execution of this Modification, Mortgagor shall execute an Restated Promissory Note in the amount of \$13,088,494.00 in favor of Mortgagee, which shall be referred to individually in the Mortgage and this Modification as the "Note". The Note shall restate and replace the Promissory Note under the Loan Agreement dated April 21, 2002, but shall not be deemed a repayment or

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novation of such Promissory Note.

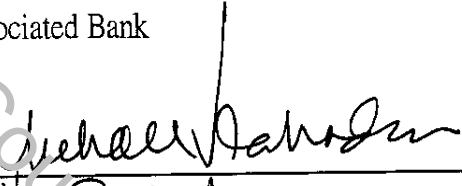
- 4. The terms of the Mortgage and Loan Agreement shall be extended to June 1, 2004.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Modification of Mortgage to be executed as of the day and year first above written.

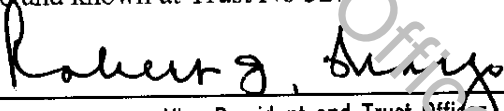
James Flanagan

By:   
 Its: \_\_\_\_\_

Associated Bank

By:   
 Its: Vice President

Fifth Third Bank, successor trustee to Grand Premier Trust & Investment, Inc. n/k/a Premier Trust Services, Inc. ("Land Trustee"), not individually, but solely as trustee under a Land Trust Agreement dated April 15, 1986 and known as Trust No 327

By:   
 Its: Vice President and Trust Officer

This instrument was prepared by and after recording should be returned to:

Timothy E. Weilandt  
 McCarthy Duffy  
 180 N. LaSalle Street, Suite 1400  
 Chicago, Illinois 60601  
 (312) 726-0355

THIS DOCUMENT IS SIGNED BY FIFTH THIRD BANK, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT KNOWN AS TRUST NO. 327. SAID TRUST AGREEMENT IS HEREBY MADE A PART HEREOF AND ANY CLAIMS AGAINST SAID TRUSTEE WHICH MAY RESULT FROM THE SIGNING OF THIS DOCUMENT SHALL BE MADE PAYABLE ONLY OUT OF ANY TRUST PROPERTY WHICH MAY BE HELD THEREUNDER AND SAID TRUSTEE SHALL NOT BE PERSONALLY LIABLE FOR THE PERFORMANCE OF ANY OF THE TERMS OR CONDITIONS OF THIS DOCUMENT OR FOR THE VALIDITY OR CONDITION OF THE TITLE OF SAID PROPERTY OR FOR ANY AGREEMENT WITH RESPECT THERETO. ANY AND ALL PERSONAL LIABILITY OF FIFTH THIRD BANK IS HEREBY EXPRESSLY WAIVED BY THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

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## ACKNOWLEDGMENT OF SIGNATURES

STATE OF ILLINOIS        )  
  ) SS:  
COUNTY OF COOK        )

I, Pamela M. Holloway a Notary Public in and for said County, in the state aforesaid, do hereby certify that James Flanagan, who is 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 said instrument as his/her own 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 11<sup>th</sup> of June, 2003.



*Pamela M. Holloway*  
Notary Public

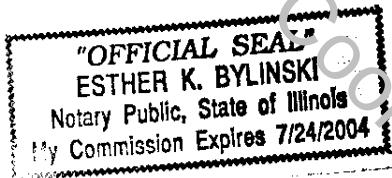
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS            )  
  ) SS:  
COUNTY OF COOK            )

I, ESTHER K. BYLINSKI, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Fifth Third Bank, successor trustee to Grand Premier Trust & Investment, Inc. n/k/a Premier Trust Services, Inc. ("Land Trustee"), not individually, but solely as trustee under a Land Trust, but solely as trustee under a Land Trust Agreement dated April 15, 1986 and known as Trust No 327, who is 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 said instrument as his/her own 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 11<sup>TH</sup> of JUNE, 2003.



Esther K. Bylinski  
Notary Public

Cook County Clerk's Office

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STATE OF ILLINOIS        )  
  ) SS:  
COUNTY OF COOK        )

I, Pamela M. Holloway, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Michael V. Andreas, the Vice President of Associated Bank, a state banking corporation, who is 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 said instrument as his/her own 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 11<sup>th</sup> of June, 2003.



Pamela M. Holloway  
Notary Public

Property of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

#### Parcel 1:

LOTS 19 AND 20 IN E.L. SHERMAN'S SUBDIVISION OF LOTS 4, 5 AND 6 IN BLOCK 1 IN CLARK'S ADDITION TO CHICAGO, WITH LOT 1 IN BLOCK 1 AND THE WEST ½ OF BLOCK 2 IN THE ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 17-22-303-016  
17-22-303-017  
17-22-303-018  
17-22-303-019

Address: 1712 S. Prairie Avenue, Chicago, Illinois

#### Parcel 2:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, AND 9 IN THE SUBDIVISION OF THE EAST ½ OF THE BLOCK 2 OF THE ASSESSOR'S DIVISION OF THE SOUTHWEST ¼ OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THEREFROM THE SOUTH 50 FEET OF LOTS 6, 7, 8, AND 9, TAKEN AS A TRACT, IN SUBDIVISION OF THE EAST ½ OF BLOCK 2 OF ASSESSOR'S DIVISION, AFORESAID, IN COOK COUNTY, ILLINOIS.

PINs: 17-22-303-019  
17-22-303-020  
17-22-303-021  
17-22-303-022  
17-22-303-023  
17-22-303-026

Address: 1712 S. Prairie Avenue, Chicago, Illinois