

# UNOFFICIAL COPY



Doc#: 0335142220  
Eugene "Gene" Moore Fee: \$38.00  
Cook County Recorder of Deeds  
Date: 12/17/2003 11:59 AM Pg: 1 of 8

(Above Space for Recorder's Use)

## SECOND MODIFICATION OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS

THIS INSTRUMENT WAS  
PREPARED BY AND  
AFTER RECORDING  
RETURN TO:

Laurie A. Levin  
Fox, Hefter, Swibel, Levin & Carroll  
321 North Clark Street, Suite 3300  
Chicago, Illinois 60610

### Property Index

Numbers: 17-03-204-041-0000  
17-03-204-045-0000  
17-03-204-046-0000  
17-03-204-047-0000  
17-03-204-048-0000  
17-03-207-018-0000

### Property Addresses:

50 East Oak  
70 East Oak  
65 East Oak  
Chicago, IL

BOX 303-CP

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## SECOND MODIFICATION OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS

This Second Modification of Note, Mortgage and Other Loan Documents (this "Second Modification") is made as of the \_\_\_\_ day of November, 2003 by and among LA SALLE BANK, NATIONAL ASSOCIATION, as Successor Trustee to American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated August 11, 1969 and known as Trust No. 28683 ("Trust No. 1"), LA SALLE BANK, NATIONAL ASSOCIATION, as Successor Trustee to American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated July 26, 1977 and known as Trust No. 40931 ("Trust No. 2"), LA SALLE BANK, NATIONAL ASSOCIATION, as Successor Trustee to American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated November 9, 1979 and known as Trust No. 47325 ("Trust No. 3"; Trust No. 1, Trust No. 2 and Trust No. 3 are hereinafter collectively referred to as "Trustee") and DONALD GELLER ("Beneficiary"; and together with Trustee, "Mortgagor") to and for the benefit of BANK OF AMERICA, NATIONAL ASSOCIATION, successor by merger to Bank of America National Trust and Savings Association ("Mortgagee").

### RECITALS

A. Mortgagee and Mortgagor entered into that certain Mortgage Note Line of Credit Agreement dated as of November 26, 1997 (the "Original Line of Credit Agreement") pursuant to which Mortgagee made a revolving loan to Mortgagor in the principal amount of EIGHT MILLION DOLLARS (\$8,000,000) (the "Loan").

B. The Loan was evidenced by a Line of Credit Mortgage Note made by Mortgagor payable to the order of Mortgagee in the original principal amount of EIGHT MILLION DOLLARS (\$8,000,000) (the "Original Note").

C. In connection with the Loan, Mortgagor executed and delivered to Mortgagee the following security documents, each dated as of November 26, 1997: (i) a Mortgage, Assignment of Leases and Rents, and Security Agreement (the "Mortgage") encumbering the land described in Exhibit A attached hereto and made a part hereof, and all improvements thereon, which Mortgage was recorded with the Office of the Recorder of Deeds of Cook County (the "Recorder") as Document No. 97-913325; (ii) a Collateral Assignment of Leases and Rents (the "Assignment of Leases"), which Assignment of Leases was recorded with the Recorder as Document No. 97-913326; (iii) an Environmental Indemnity Agreement; (iv) a Collateral Assignment of Beneficial Interest in Land Trust; and (v) a Borrower's Certificate, which documents are collectively referred to herein as the "Original Security Documents." The Original Note, the Original Line of Credit Agreement and the Original Security Documents are collectively referred to herein as the "Original Loan Documents."

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D. The Original Loan Documents were modified by that certain Modification of Note, Mortgage and Other Loan Documents dated as of November 21, 2000 and recorded with the Recorder as Document No. 998606 (the "**First Modification**") to extend the maturity date of the Loan (the "**Maturity Date**") from November 25, 2000 to December 5, 2003, subject to the terms and conditions set forth in the First Modification.

E. Mortgagee has agreed to further modify the Original Loan Documents to extend the Maturity Date to December 5, 2006, subject to the terms and conditions set forth herein.

NOW WHEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this Second Modification by reference as if fully set forth in this Section 1. Wherever the terms and conditions of this Second Modification conflict with the terms and conditions of the Original Loan Documents as modified by the First Modification, the terms and conditions of this Second Modification shall control. In all other respects, the parties do hereby ratify and declare the terms and conditions of the Original Loan Documents, as modified by the First Modification, to be in full force and effect.
2. **Amendment to Original Note.** As of the date hereof, the definition of Maturity Date shall be "December 5, 2006."
3. **Amendment to Mortgage.** As of the date hereof, all references to the date for final payment under the Note shall mean "December 5, 2006."
4. **Amendment to Original Line of Credit Agreement.** As of the date hereof (i) the definition of Termination Date shall be "December 5, 2006"; (ii) the Caryn Geller Loan referred to in Section 2.4 shall be deemed to mean the Caryn Geller Loan as modified by that certain Modification of Note, Line of Credit Agreement and Reaffirmation of Guaranty dated as of November 21, 2000 and as further modified by that certain Second Modification of Note, Line of Credit Agreement and Reaffirmation of Guaranty of even date herewith extending the term thereof to December 5, 2006; and (iii) the reference to Maturity Date in Section 3 shall mean December 5, 2006.
5. **References to Original Note.** From and after the date hereof (i) the Original Security Documents shall be deemed to secure the Original Note as modified by the First Modification and as further modified by this Second Modification, (ii) any and all references in the Original Security Documents to the Note shall be deemed to refer to the Original Note as modified by the First Modification and as further modified by this Second Modification,

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and (iii) any and all references in the Original Line of Credit Agreement to the Note shall be deemed to refer to the Original Note as modified by the First Modification and as further modified by this Second Modification.

6. **References to Security Documents**. Any and all references to the Original Loan Documents shall from and after the date hereof be deemed to refer to such documents as modified by the First Modification and as further modified by this Second Modification.

7. **Reaffirmation of Representations and Warranties**. Mortgagor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Original Line of Credit Agreement and the Original Security Documents.

8. **Reaffirmation of Covenants**. Mortgagor hereby reaffirms and agrees to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Original Loan Documents, as modified by the First Modification and as further modified by this Second Modification.

9. **Trustee Exculpation**. This Second Modification is executed by LaSalle Bank, National Association, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as Trustee. The Trustee hereby personally warrants that it possess full power and authority to execute and deliver this Second Modification. It is expressly understood and agreed that nothing contained in this Second Modification shall be construed as creating any liability on the Trustee personally to pay or perform the obligations evidenced or secured by this Second Modification or any interest that may accrue thereon or to perform any covenant, express or implied, contained herein, all such personal liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Modification as of the date first above written.

**TRUSTEE:**

LA SALLE BANK, NATIONAL ASSOCIATION,  
as Successor Trustee under Trust Agreement  
dated August 11, 1969 and known as Trust No.  
28683 as trustee & not personally

Attest: [Signature] By: Nancy A. Carlin  
Its: Trust Officer Its: Asst Vice President

**TRUSTEE:**

LA SALLE BANK, NATIONAL ASSOCIATION,  
as Successor Trustee under Trust Agreement  
dated July 26, 1977 and known as Trust No.  
40931 as trustee & not personally

Attest: [Signature] By: Nancy A. Carlin  
Its: Trust Officer Its: Asst Vice President

**TRUSTEE:**

LA SALLE BANK, NATIONAL ASSOCIATION,  
as Successor Trustee under Trust Agreement  
dated November 9, 1979 and known as Trust No.  
47325 as trustee & not personally

Attest: [Signature] By: Nancy A. Carlin  
Its: Trust Officer Its: Asst Vice President

**BENEFICIARY:**

[Signature]  
Donald Geller

**MORTGAGEE:**

BANK OF AMERICA, NATIONAL  
ASSOCIATION,  
a national banking association

By: [Signature]  
Its: Vice President

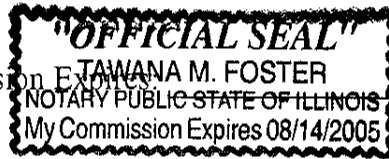
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY that Nancy A. Carlin and Harriet Denisewicz  
Asst Vice President and Trust Officer, respectively, of  
**LA SALLE BANK, NATIONAL ASSOCIATION**, a banking association, personally known  
to me to be the same persons whose names are subscribed to the foregoing instrument as such  
Asst Vice President and Trust Officer, appeared before me this day in person  
and acknowledged that they signed and delivered said instrument as such officers of said  
association, as their own free and voluntary act and as the free and voluntary act of said  
association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11 day of December, 2003.

Tawana M. Foster  
NOTARY PUBLIC

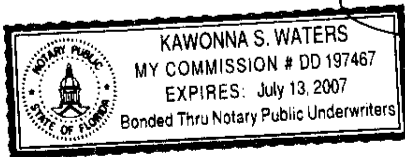


FLORIDA  
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF PALM BEACH

I, Kawonna Waters, a Notary Public in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY that **DONALD GELLER**, 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 signed and delivered said instrument as his own free and  
voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of December, 2003.

Kawonna Waters  
NOTARY PUBLIC



My Commission Expires: July 13, 2007  
FL DL PRODUCED AS IS

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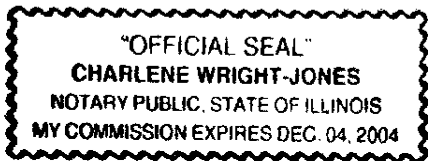
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, C. Wright-Jones, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gary J. Katunas of **BANK OF AMERICA, NATIONAL ASSOCIATION**, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sr. Vice President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer of said corporation, as his own free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24<sup>th</sup> day of November, 2003.

Charlene Wright-Jones  
NOTARY PUBLIC

My Commission Expires: December 4, 2004





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## EXHIBIT A

### Legal Description

#### PARCEL 1:

LOT 1 IN LAWRENCE'S SUBDIVISION OF PART OF LOT 7 IN THE SUBDIVISION OF THE NORTH 1/2 OF BLOCK 8 IN THE CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF BLOCK 8 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS COMMENCING AT A POINT ON THE NORTH LINE OF SAID BLOCK, 340.2 FEET EAST OF THE NORTHWEST CORNER; THENCE EAST ON SAID LINE TO THE NORTHWEST CORNER OF LOT 1 IN LAWRENCE'S SUBDIVISION AFORESAID; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT TO THE SOUTHWEST CORNER THEREOF; THENCE WEST 33 FEET 9 5/8 INCHES; THENCE NORTHERLY PARALLEL TO THE WEST LINE OF LOT 1 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOT 11 (EXCEPT THE NORTH 8 FEET FOR ALLEY) OF COLLINS SUBDIVISION IN THE SOUTH 1/2 OF BLOCK 7 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

LOTS 17 AND 18 AND THE WEST 3 FEET 4 INCHES OF LOT 19 (EXCEPT THE NORTH 8 FEET OF LOTS 17 AND 18 AND THE WEST 3 FEET 4 INCHES OF LOT 19) IN COLLINS SUBDIVISIONS OF THE SOUTH 1/2 OF BLOCK 7 IN SUBDIVISION OF THE SOUTH 1/4 OF BLOCK 7 IN THE SUBDIVISION BY THE BOARD OF COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 17-03-204-045-0000	(as to Parcel 3)	17-03-207-018-0000	(as to Parcels 1 and 2)
17-03-204-046-0000	(as to Parcel 3)		
17-03-204-047-0000	(as to Parcel 3)		
17-03-204-048-0000	(as to Parcel 3)		
17-03-204-041-0000	(as to Parcel 3)		