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RECORDATION REQUESTED BY:

LASALLE BANK NATIONAL
ASSOCIATION
MAIN OFFICE
135 SOUTH LASALLE STREET
CHICAGO, IL 60603



Doc#: 0430202118
Eugene "Gene" Moore Fee: \$46.00
Cook County Recorder of Deeds
Date: 10/28/2004 09:03 AM Pg: 1 of 12

WHEN RECORDED MAIL TO:

LaSalle Bank National
Association
Attn: Commercial Real Estate
3201 North Ashland Avenue
Chicago, IL 60657-2182

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Sandra Vargas, Closing Officer
LaSalle Bank National Association
3201 North Ashland Avenue
Chicago, IL 60657

MODIFICATION OF MORTGAGE AND LEASE AND RENT ASSIGNMENT

THIS MODIFICATION OF MORTGAGE dated February 3, 2004, is made and executed between LaSalle Bank National Association, not personally but as trustee under Trust Agreement dated December 13, 1984 and known as Trust Number 26-7556-00, whose address is 135 South LaSalle Street, Chicago, IL 60603 (referred to below as "Grantor") and LASALLE BANK NATIONAL ASSOCIATION, whose address is 135 SOUTH LASALLE STREET, CHICAGO, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 11, 1989 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Trust Deed and Lease and Rent Assignment dated October 11, 1989 and recorded on November 3, 1989 in Cook County Recorders Office as Document Numbers 89522801 and 89522802 respectively. Loan Modification and Extension dated November 15, 1994 and recorded December 28, 1994 in Cook County Office as Document Number 04076466. Modification of Mortgage dated October 15, 1999 and recorded November 11, 1999 as Document Number 09054707 (collectively the "Mortgage").

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOTS 12 AND 13 AND LOTS 14 TO 17 IN BLOCK 2 IN BUTLER'S ELSTON AND JEFFERSON AVENUE SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 5086 N. Elston Avenue, Chicago, IL 60630. The Real Property tax identification number is 13-09-411-024, 13-09-411-025, 13-09-411-026, 13-09-411-027, 13-09-411-028, and 13-09-411-029

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

This Modification (a) extends the maturity date of the existing indebtedness secured by the Mortgage from

BOX 333-CP

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MODIFICATION OF MORTGAGE

(Continued)

October 15, 2004 to February 15, 2009, (b) increases the principal amount of such indebtedness from Five Hundred Fifty Thousand Seven Hundred Seventeen and 93/100 Dollars (\$550,717.93), which is outstanding as of the dated hereof, to Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00), and (c) decreases the interest rate on such indebtedness from 8.71% per annum to 6.27% per annum as evidenced by that certain Promissory Note dated January 26, 2004 in the principal amount of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00), executed by the Grantor and made payable to the order of the Lender (the "Note"). The Note constitutes a renewal and restatement of, and replacement and substitution for, that certain Note dated October 11, 1989 in the original principal amount of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00), executed by the Trustee and made payable to the order of the Lender, as extended by a Loan Modification and Extension dated November 15, 1994 and a Promissory Note dated October 15, 1999 in the principal amount of Six Hundred Eighty Three Thousand One Hundred Nineteen and 55/100 Dollars (\$683,119.55) (the "Prior Note"). The indebtedness evidenced by the Prior Note is continuing indebtedness evidenced by the Note, and nothing contained herein or in the Note shall be deemed to constitute a repayment, settlement or novation of the Prior Note, or to release or otherwise adversely affect any lien, mortgage or security interest securing such indebtedness or any rights of the Lender against any of the Grantor or against any guarantor, surety or other party primarily or secondarily liable for such indebtedness. Following maturity or the occurrence of an Event of Default (as defined in the Note), the outstanding principal balance of the indebtedness evidenced by the Note shall bear interest at the rate of 12.27% per annum, or, if less, the highest rate permitted by applicable law. The Mortgage secures the obligations and liabilities of the Grantor to the Lender under and pursuant to the Note, including the principal sum thereof, together with all interest thereon and prepayment premium, if any, in accordance with the terms, provisions and limitations of the Note and the Mortgage; (i) any and all extensions, renewals and/or modifications of the Note and any and all substitutions of the Note; and (ii) any other sums, liabilities or indebtedness of any of the Grantor owing to the Lender under and pursuant to the Mortgage or any other document or agreement executed by any of the Grantor in connection with said indebtedness.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 3, 2004.

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MODIFICATION OF MORTGAGE

(Continued)

GRANTOR:

Trustee's Exoneration under attached hereto and made a part thereof.

LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 13, 1984 AND KNOWN AS TRUST NUMBER 26-7556-00

By:

Katherine E. Shields

Authorized Signer for LaSalle Bank National Association, not personally but as trustee under Trust Agreement dated December 13, 1984 and known as Trust Number 26-7556-00

LENDER:

X *Stanford Isig*
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

On this 3rd day of February, 2004 before me, the undersigned Notary Public, personally appeared KATHLEEN E. SHIELDS Trust Officer

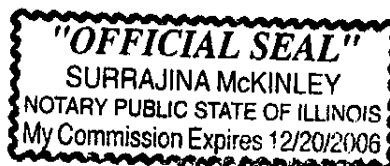
, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *Surrajina McKinley*

Residing at CHICAGO, IL

Notary Public in and for the State of IL

My commission expires 12/20/2006



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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

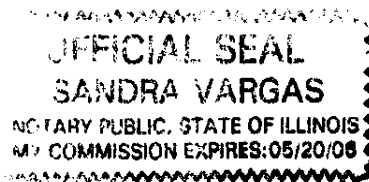
STATE OF Illinois

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COUNTY OF COOK

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On this 3 day of February, 2004 before me, the undersigned Notary Public, personally appeared Stanford Gertz and known to me to be the loan officer, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Sandra Vargas Residing at Chicago

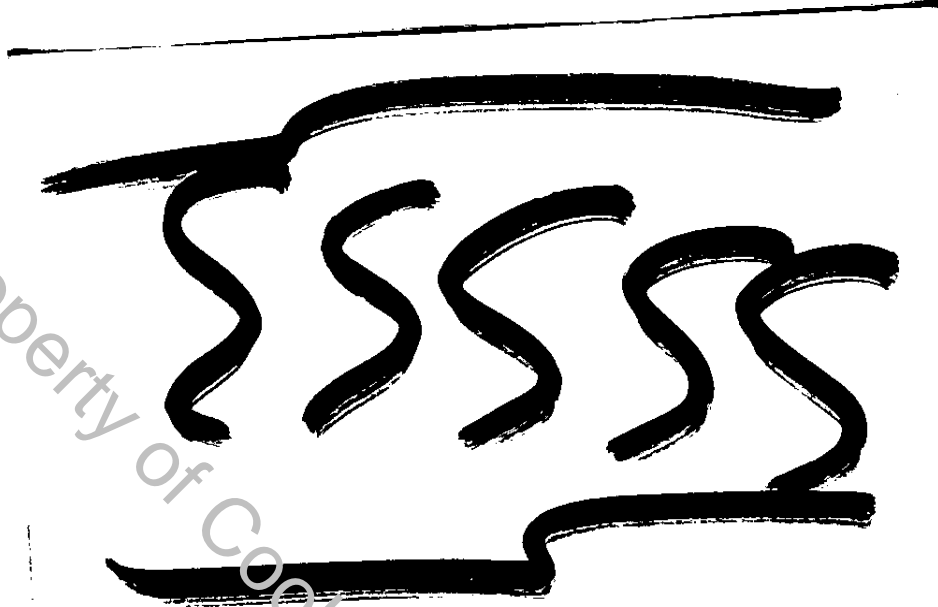
Notary Public in and for the State of Illinois

My commission expires 5/20/08

County Clerk's Office

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SCHEDULE 3



Property of Cook County Clerk's Office

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ADDENDUM TO MODIFICATION OF MORTGAGE AND LEASE AND RENT ASSIGNMENT

This Addendum to Modification of Mortgage and Lease and Rent Assignment ("**Addendum**") is entered into this 3rd day of February, 2004, by LaSalle Bank National Association, not personally but as Trustee under trust agreement dated December 13, 1984 and known as trust number 26-7556-00 ("**Grantor**") to and for the benefit of LASALLE BANK NATIONAL ASSOCIATION ("**Lender**").

WHEREAS, of even date herewith Grantor executed and agreed to the terms and conditions of that certain Modification of Mortgage and Assignment of Rents ("**Modification**"); and

WHEREAS, the Modification modified certain terms and conditions contained in that certain Trust Deed ("**Mortgage**") and Lease and Rent Assignment ("**Assignment**") each dated October 11, 1989, and as amended from time to time, made by Grantor to and for the benefit of Lender; and

WHEREAS, as consideration for Lender agreeing to advance funds to Grantor, Lender requested that certain terms and conditions contained in the Modification and the Mortgage be modified; and

WHEREAS, Grantor has agreed to modify certain terms and conditions contained in the Mortgage.

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, the parties hereto agree as follows:

1. The recitals set forth above are incorporated by reference herein with the intent that Lender may rely upon the matters therein recited as representations and warranties of Grantor.

2. Amendments to the Modification. The Following paragraph is hereby added to the Modification:

"The Mortgage including the Lease and Rent Assignment is given to secure (i) the payment of a certain Promissory Note (the "**Note**") of even date herewith executed by Borrower for the benefit of Lender in the principal amount of the Indebtedness and all interest, Premiums, late charges, and other indebtedness evidenced by or owing under the Note or Related Documents executed by Borrower in connection with the Note together with any extensions, modifications, renewals or refinancing of any of the foregoing; (ii) the performance and observance of the covenants, conditions, agreements,

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representations, warranties, and other liabilities and obligations of Borrower or any other obligor to or benefitting Lender which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other Related Documents; and (iii) the reimbursement to Lender of any and all sums incurred, expended or advanced by Lender pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the Related Documents with interest thereon as provided herein or therein.”

3. Amendments to the Mortgage. The Mortgage is hereby amended by adding the following:

Security Agreement and Financing Statements. Mortgagor agrees that this Mortgage shall constitute a Security Agreement within the meaning of the Code with respect to (a) all sums at any time on deposit for the benefit of Mortgagor or held by the Mortgagee (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage or the other Related Documents, and (b) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a “fixture” (within the meaning of section 9-102(41) of the Code) (which property is hereinafter referred to as “Personal Property”), and all replacements of, substitutions for, additions to, and the proceeds thereof, and the “supporting obligations” (as defined in the Code) (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as “Collateral”), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all to secure payment of the Indebtedness. All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

a. Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral and has rights in and the power to transfer the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefitting Mortgagee and no other party, and liens and encumbrances, if any, expressly permitted by the other Related Documents.

b. The Collateral is to be used by Mortgagor solely for business purposes.

c. The Collateral will be kept at the Real Estate and, except for Obsolete Collateral (as hereinafter defined), will not be removed therefrom without the consent of Mortgagee (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Real Estate but will not be affixed to any other real estate.

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d. The only persons having any interest in the Premises are Mortgagor, Mortgagee and holders of interests, if any, expressly permitted hereby.

e. No Financing Statement (other than Financing Statements showing Mortgagee as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor, at its own cost and expense, upon demand, will furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts as Mortgagee may request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no other liens or encumbrances, other than liens or encumbrances benefitting Mortgagee and no other party and liens and encumbrances (if any) expressly permitted hereby; and Mortgagor will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be desirable. Mortgagor hereby irrevocably authorizes Mortgagee at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto that (i) indicate the Collateral as all assets of Mortgagor (or words of similar effect), regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or within greater detail, and (ii) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor, and in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Mortgagor agrees to furnish any such information to Mortgagee promptly upon request. Mortgagor further ratifies and affirms its authorization for any financing statements and/or amendments thereto, executed and filed by Mortgagee in any jurisdiction prior to the date of this Mortgage.

f. Upon an Event of Default hereunder, Mortgagee shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as Mortgagor can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain

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the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least ten (10) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least ten (10) days before the time of the sale or disposition. Mortgagee may buy at any public sale. Mortgagee may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If Mortgagee so elects, the Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied against the Indebtedness in such order or manner as Mortgagee shall select. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

g. The terms and provisions contained in this Paragraph 13, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

h. This Mortgage is intended to be a financing statement within the purview of section 9-502(c) of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are hereinbelow set forth. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties where the Premises are located.

i. To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Mortgagor or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor thereunder.

j. Mortgagor represents and warrants that:

- i. Mortgagor is the record owner of the Premises;
- ii. Mortgagor's chief executive office is located in the State of Illinois;

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- iii. Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage; and
 - v. Mortgagor's does not have an organizational identification number issued by the State of Illinois.
- k. Mortgagor agrees that:
- i. Where Collateral is in possession of a third party, Mortgagor will join with the Mortgagee in notifying the third party of the Mortgagee's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Mortgagee;
 - ii. Mortgagor will cooperate with the Mortgagee in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and
 - iii. Until the Indebtedness is paid in full, Mortgagor will not (i) change the state where it is located; (ii) incorporate, organize or re-form as a corporation, limited liability company, limited partnership or other entity; or (iii) change its name without giving the Mortgagee at least 30 days' prior written notice in each instance."
4. All other terms and conditions of the Mortgage, Assignment and Modification are specifically incorporated herein as though fully set forth herein, are hereby ratified by Grantor and remain in full force and effect. Except as amended hereby, the Mortgage, the Assignment and Modification shall remain unmodified and in full force and effect.
5. To the extent the provision of this Addendum differ from or are inconsistent with the terms of the Mortgage, Assignment, Modification, or any Related Document, the provisions of this Addendum shall govern.
6. Land Trustee Exculpation. This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner

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of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

(Signature Page follows)

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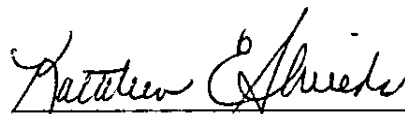
IN WITNESS WHEREOF, the Grantor has executed this Addendum to Modification of Mortgage on the date set forth above.

Grantor:

LaSalle Bank National Association, not personally but as Trustee under trust agreement dated December 13, 1984 and known as trust number 26-7556-00

By:

Its:



Trust Officer

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