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Doc#: 0607433094 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/15/2006 08:37 AM Pg: 1 of 5

THIS INSTRUMENT PREPARED BY:
AND AFTER RECORDING MAIL TO:
Ravenswood Bank
2300 West Lawrence Avenue
Chicago, Illinois 60625
Attn: Michael Obremski

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FIRST MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT

THIS FIRST MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT (this "Agreement") made as of this 1st day of December, 2005, by INDUSTRIAL COUNCIL OF NEARWEST CHICAGO, an Illinois corporation (the "Mortgagor") whose address is ~~2023 West Carroll Avenue~~, Chicago, Illinois 60612, to RAVENSWOOD BANK, an Illinois banking corporation, formerly known as Community Bank of Ravenswood (the "Mortgagee") whose address is 2300 West Lawrence Avenue, Chicago, Illinois 60625, Attention: Michael Obremski.

2010
W. FULTON
#380

WHEREAS, the Mortgagor executed and delivered that certain Mortgage and Security Agreement dated June 30, 2002 to Mortgagee covering the property described on **Exhibit A** attached hereto, which Mortgage was filed for record on July 24, 2002 in the Recorder's Office of Cook County, Illinois as document number 0020808081 and secures a loan in the amount of \$3,250,000.00;

WHEREAS, Mortgagor has requested and Mortgagee has agreed to certain modifications of the loan to Mortgagor and in connection therewith, effective as of the date hereof, Mortgagor executed that certain Amended and Restated Mortgage Note; and

WHEREAS, Mortgagor and Mortgagee have agreed to modify the Mortgage to reflect such modifications.

NOW, THEREFORE, for one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and Mortgagee do hereby agree as follows:

1. Mortgage Modification. Effective as of the date hereof, the Mortgage is hereby modified and amended by deleting from line six (6) of the first (1st) recital in paragraph two (2) on page one (1) the date of "1st day of July, 2009" and inserting in lieu thereof "1st day of January, 2011".

BOX 223-CTI

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2. Representations and Warranties. The Mortgagor hereby represents and warrants to the Mortgagee that each of the representations and warranties contained in the Mortgage, and in all other Loan Documents are true and correct as of the date hereof, and the Mortgagor reaffirms such representations and warranties as of today's date to the same extent as if all such representations and warranties were set out in full herein.

3. No Defenses. The Mortgagor acknowledges, confirms and warrants to the Mortgagee that as of the date of this Agreement it has absolutely no defenses, rights of set-off, claims or counterclaims against the Mortgagee arising out of or in any manner connected with the Mortgage or any of the other Loan Documents.

4. Expenses of Transaction. All legal fees and out-of-pocket expenses of the Mortgagee have been paid or will be paid by the Mortgagor in connection with the preparation, execution, delivery and performance of this Agreement, and the Mortgagor shall promptly pay all title insurance premiums in connection with said Agreement.

5. No Oral Modification. This Agreement may not be amended except upon the written agreement of all parties hereto.

6. Ratification of Loan. Except as expressly modified herein, the Mortgagor covenants and agrees that all of the terms, covenants, promises, warranties, representations and conditions of the Mortgage and the other Loan Documents shall remain in full force and effect as valid and effective liens on all of the mortgaged property described in the Mortgage. The Mortgage is hereby ratified and confirmed, shall continue to constitute the binding obligations and agreements of the Mortgagor in favor of the Mortgagee, and shall secure all other obligations under the Notes and the other Loan Documents as fully as if the Mortgage had been executed and delivered concurrently with the execution and delivery of this Agreement. Further, nothing contained herein shall in any way impair or affect the validity or priority of the Mortgage or any of the other Loan Documents nor shall anything contained herein be deemed to constitute a novation of the Mortgage.

7. Binding Upon Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

8. Headings. The headings of the articles, sections and subsections of this Agreement are for convenience and reference only and shall not be considered a part hereof nor shall they be deemed to limit or otherwise affect any of the terms or provision hereof.

9. Governing Law. This Agreement shall be construed in accordance and governed as provided in Section 42 of the Mortgage.

10. Capitalized Terms. All capitalized terms used herein, unless otherwise defined in this Agreement, shall have the meanings ascribed to them in the Mortgage.

11. Counterparts. This Agreement may be executed by the parties hereto in several counterparts and each such counterpart shall be deemed an original, but all such counterparts shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Mortgagor and Mortgagee have each duly executed this Agreement as of the day and year first above written.

MORTGAGOR:

INDUSTRIAL COUNCIL OF NEARWEST
CHICAGO, an Illinois corporation

By: [Signature]

Name: JOYCE SHAWHAN

Its: EXECUTIVE DIRECTOR

ATTEST:

By: [Signature]

Name: WIOLETTE DESCHAMPS

Its: PROPERTY MANAGER

x [Signature]

JAMES R. GREENWELL

BOARD V.P.

MORTGAGEE:

RAVENSWOOD BANK, an Illinois banking
corporation, formerly known as Community Bank
of Ravenswood

By: [Signature]

Name: RONALD H. FRIEDMAN

Its: SENIOR VICE PRESIDENT

ATTEST:

By: [Signature]

Name: MIRIAM MARTINEZ

Its: ASSISTANT VICE PRESIDENT

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that *Ashraf Khan* and *Violetta Deshaups*, the *Executive Director* and *Property Manager*, respectively, of INDUSTRIAL COUNCIL OF NEARWEST CHICAGO, an Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 *27th* day of *December*, 2005.

Yolanda Silva
Notary Public

My Commission Expires: *Nov 16, 2008*

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

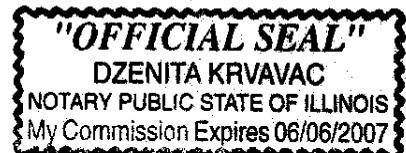


I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that *Ronald H. Friedman* and *Miriam Martinez*, the *Senior Vice President* and *Assistant Vice President*, respectively, of RAVENSWOOD BANK, an Illinois banking corporation, formerly known as Community Bank of Ravenswood, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 *27th* day of *December*, 2005.

[Signature]
Notary Public

My Commission Expires: *06/06/2007*



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EXHIBIT A

PARCEL 1:

THE WEST ½ OF LOT 27 AND ALL OF LOTS 28 THROUGH 48 INCLUSIVE AND LOTS 1 THROUGH 5 INCLUSIVE IN THE RESUBDIVISION OF LOTS 25, 26 AND THE EAST ½ OF LOT 27 IN THOMAS R. GREENE'S SUBDIVISION OF BLOCK 37 IN THE CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL OF THE 16 FOOT VACATED ALLEY LYING BETWEEN LOTS 25 THROUGH 36 AND LOTS 37 THROUGH 48 IN THOMAS R. GREENE'S SUBDIVISION OF BLOCKS 37 AFORESAID, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2023 West Carroll Avenue, Chicago, Illinois

PIN: 17-07-307-001-0000; 17-07-307-002-0000; 17-07-307-003-0000