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***This Document Prepared By And
When Recorded Return To:***

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Cook County Recorder of Deeds
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MODIFICATION AND EXTENSION AGREEMENT

THIS MODIFICATION AND EXTENSION AGREEMENT is made as of the 20th day of May, 2006, by and between PRAIRIE BANK AND TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated May 10, 2005, and known as Trust No. 05-064 (the "Trust" or "Borrower"), and PRAIRIE BANK AND TRUST COMPANY, an Illinois banking corporation ("Lender").

WITNESSETH:

WHEREAS, on or about May 20, 2005, Lender made a commercial mortgage loan (the "Loan") to Borrower in the original principal amount of ONE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,900,000.00) to finance the acquisition of a 20-unit residential building located on the parcel or parcels of real property commonly known as 2446-56 West Catalpa / 5503-11 North Campbell Street, Chicago, Illinois 60625, legally described on Exhibit A attached hereto (the "Land"); and

WHEREAS, the beneficiary of Borrower (the "Beneficiary") owns one hundred percent (100%) of the beneficial interest and power of direction in the Trust; and

WHEREAS, the Loan is evidenced and secured by the following instruments, each dated as of May 20, 2005, unless otherwise noted (hereinafter collectively referred to as the "Loan Instruments"):

1. Promissory Note made by Borrower and payable to Lender in the original principal amount of ONE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,900,000.00) (the "Note");
2. Mortgage, Security Agreement and Financing Statement executed by Borrower, as Mortgagor, to and for the benefit of Lender, as Mortgagee, covering the Land, and recorded in the Cook County Recorder's Office, Cook County, Illinois, on June 28, 2005, as Document No. 0517934108 (the "Mortgage");
3. Assignment of Rents and Leases executed by Borrower, as Assignor, to and for the benefit of Lender, as Assignee, and recorded in the Cook County Recorder's Office, Cook County, Illinois on June 28, 2005, as Document No. 0517934109 (the "Assignment of Rents");
4. Limited Continuing Guaranty Agreements executed by certain guarantors of the Loan ("Guarantors") to and for the benefit of Lender (the "Guaranties");

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5. Guarantors' Certificates executed by Guarantors to and for the benefit of Lender;
6. Security Agreement (ABI) executed by the beneficiaries of the Trust to and for the benefit of Lender, collaterally assigning to Lender one hundred percent (100%) of the beneficial interest and power of direction in the Trust to Lender;
7. Environmental Indemnity Agreement executed by the beneficiaries of the Trust, as Indemnitors, to and for the benefit of Lender;
8. UCC-1 Financing Statement perfecting Lender's security interest in the beneficial interest in the Trust, filed with the Illinois Secretary of State's Office;
9. Disbursement Authorization executed by the beneficiaries of the Trust; and
10. Any and all other documents and instruments evidencing and securing the Loan.

WHEREAS, as of the date hereof, there is an outstanding principal balance on the Loan in the amount of ONE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,900,000.00); and

WHEREAS, Borrower and Lender have agreed to modify and amend the Loan Instruments as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Modification of Loan Instruments.** Subject to the terms and provisions herein contained, and subject to the payment of the Loan Fee as set forth in Paragraph 1, above, the terms and provisions of the Loan Instruments are hereby modified and amended, effective as of the date hereof, so as to extend the Maturity Date of the Loan to November 20, 2006.
2. **Reaffirmation of Loan Instruments.** Except as expressly herein provided, Borrower and Lender hereby reaffirm and incorporate herein by reference each and every term, provision, representation and warranty contained in the Loan Instruments, and further agree that said terms, provisions, representations and warranties shall remain in full force and effect.
3. **Release of Guarantor.** Borrower and Lender hereby agree and acknowledge that one of the Guarantors shall be released from his liability under his Guaranty and that said Guaranty shall be cancelled and of no further force or effect.
4. **Assignment of Beneficial Interest.** Borrower and Lender hereby agree and acknowledge that one of the beneficiaries of the Trust has assigned his entire beneficial interest in the Trust to Beneficiary, and agree that Beneficiary shall hereinafter hold One Hundred Percent (100%) of the beneficial interest and power of direction in the Trust.
5. **Attorneys' Fees and Costs.** Beneficiary shall pay attorneys' fees and costs incurred by Lender in the amount of \$600.00 in connection with the preparation, negotiation and perfection of this Agreement, including recording and title charges, if any.

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6. **Counterparts.** This instrument may be executed by the parties hereto in any number of counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

7. **Trustee's Exculpation.** This instrument is executed by Prairie Bank and Trust Company, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Prairie Bank and Trust Company hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Prairie Bank and Trust Company personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every such person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and acknowledged as of the day and year first above written.

PRAIRIE BANK AND TRUST COMPANY,
not personally, but as Trustee as aforesaid

By: Andra Russell
Its Trust Officer

ATTEST:

By: Peggy Crosby
Its Assistant Trust Officer

EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto appearing herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form appearing to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose of binding said Trustee personally but are made and intended for the purpose of binding only that the portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against PRAIRIE BANK AND TRUST COMPANY under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

PRAIRIE BANK AND TRUST COMPANY

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IN WITNESS WHEREOF, Lender has caused these presents to be executed the day and year first above written.

**PRAIRIE BANK AND TRUST
COMPANY**, an Illinois banking corporation

By: 

Carl Pedersen
Vice President

Property of Cook County Clerk's Office

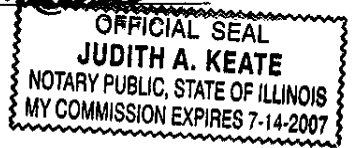
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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sandra T. Russell as Trust Officer, and Peggy Crosby as Comml Loan Officer of **PRAIRIE BANK AND TRUST COMPANY**, an Illinois banking corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Comml Loan Officer respectively, appeared before me this 5th day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth; and the said Comml Loan Officer then and there acknowledged that the Comml Loan Officer as custodian of the corporate seal of said Trustee, did affix the seal of said Trustee to said instrument as the free and voluntary act of said Comml Loan Officer and as the free and voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of July, 2006.

Judith A. Keate
NOTARY PUBLIC
My Commission Expires:



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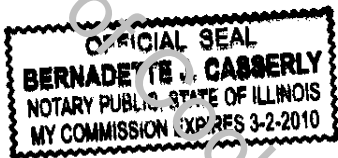
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that CARL PEDERSON, personally known to me to be the Vice President of PRAIRIE BANK AND TRUST COMPANY, an Illinois banking corporation, appeared before me this day in person and acknowledged to me that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of July, 2006.

Bernadette J. Casserly

NOTARY PUBLIC



My Commission Expires:

3.2.2010

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EXHIBIT A

LEGAL DESCRIPTION - THE LAND

LOT 22 AND THAT PART OF LOT 23 LYING NORTH OF A LINE 20 FEET NORTH OF PARALLEL WITH THE NORTH LINE OF CATALPA AVENUE IN BLOCK 5 IN FRED W. BRUMMEL AND CO'S LINCOLN BRYN MAWR WESTERN SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING STREETS AND ALLEYS ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON APRIL 12, 1923, AS DOCUMENT NUMBER 7879542.

Common Address: 2446-56 West Catalpa (a/k/a 5503-11 North Campbell)
Chicago, Illinois 60625

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