



Doc#: 0624412012 Fee: \$42.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/01/2006 11:04 AM Pg: 1 of 10

**THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:**

Courtney E. Mayster  
Schain, Burney, Ross & Citron, Ltd.  
222 North LaSalle Street  
Suite 1910  
Chicago, Illinois 60601

**MODIFICATION OF MORTGAGE  
AND OTHER SECURITY DOCUMENTS**

**\*CHICAGO TITLE LAND TRUST COMPANY  
AS SUCCESSOR TRUSTEE TO**

**THIS MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS** ("Modification") is made and entered into as of the 10<sup>th</sup> day of July, 2006 by **COLE TAYLOR BANK**, as Trustee under Trust Agreement dated December 15, 1997, and known as Trust Number 97-7755 and **COLE TAYLOR BANK**, as Trustee under Trust Agreement dated January 6, 1998, and known as Trust Number 98-7776, with a mailing address of 111 West Washington Street, Chicago, Illinois 60602, and **VICEROY HOTEL L.L.C.**, an Illinois limited liability company, and **WARREN PARKING LOTS L.L.C.**, an Illinois limited liability company, with a mailing address c/o David A. Ebert, 1733 North Milwaukee Avenue, Chicago, Illinois 60647 (collectively, "Mortgagor"), to and for the benefit of **MB FINANCIAL BANK, N.A.** ("Mortgagee"), with a mailing address of 6111 North River Road, Rosemont, Illinois 60018 Attention: Vincent G. Laughlin.

**RECITALS:**

**WHEREAS**, Mortgagee has heretofore made a mortgage loan (the "Loan") to Mortgagor in the original principal amount of **One Million and 00/100 Dollars (\$1,000,000.00)**; and

**WHEREAS**, the Loan is evidenced by a Mortgage Note dated as of July 17, 2001 (the "Note") made by Mortgagor whereby Mortgagor promised to pay to the order of Mortgagee the principal sum of **One Million and 00/100 Dollars (\$1,000,000.00)**, all as more specifically set forth in said Note; and

**WHEREAS**, the Note is secured by, among other things, a Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of the 17<sup>th</sup> day of July, 2001 by Mortgagor in favor of Mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 19, 2001 as Document No. 0010646185 (the "Mortgage") and a Guaranty of Payment dated as of the 17<sup>th</sup> day of July, 2001 (the "Guaranty") by **David A. Ebert** individually and **Mark R. Ordower** individually (collectively "Guarantors") in favor of Mortgagee; and any and all other instruments and documents executed by or on behalf of Mortgagor and delivered to Mortgagee in connection with the Loan, which are hereinafter collectively referred to as the "Other Security Documents"; and

**WHEREAS**, Mortgagor desires that the Maturity Date (as defined therein) of the Note be extended by up to one hundred twenty (120) days; and

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**WHEREAS**, the parties desire to modify and amend the terms of the Loan as provided herein and as a condition to such modification, Mortgagee is requiring: (i) this Modification; (ii) an Amendment to Mortgage Note dated of even date herewith executed by Mortgagor (the "Note Amendment"), whereby the Note is modified to extend the Maturity Date as provided above; and (iii) a Consent and Reaffirmation of Guarantors and Modification of Guaranty of Payment executed by Guarantors ("Guaranty Modification") whereby the Guaranty is modified to refer to the Note as modified by the Note Amendment.

**NOW, THEREFORE**, for and in consideration of Ten and 00/100 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 Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Modification conflict with the terms and conditions of the Mortgage, the terms and conditions of this Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage and the Other Security Documents.
2. **Modification of Mortgage and Other Security Documents.** The Mortgage is hereby modified to provide that the Maturity Date of the Note is November 7, 2006.
3. **References to Note.** From and after the date hereof (i) the Mortgage, the Assignment and the Other Security Documents shall be deemed to secure the Note as modified by the Note Amendment; and (ii) any and all references in the Mortgage or the Other Security Documents to the "Note" shall be deemed to refer to the Note as modified by the Note Amendment.
4. **References to Loan Documents and Guaranty.** Any and all references in the Note, the Mortgage and the Other Security Documents to the "Loan Documents" shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification; and any and all references in the Note, the Mortgage and the Other Security Documents to the "Guaranty" shall from and after the date hereof be deemed to refer to the Guaranty as modified by the Guaranty Modification.
5. **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 Mortgage and the Other Security Documents.
6. **Reaffirmation of Covenants.** Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and the Other Security Documents as herein modified.
7. **Laws of Illinois.** This Modification shall be covered and construed under the laws of the State of Illinois.
8. **Land Trustee Exculpation.** This Modification is executed by Core Title Bank, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as Trustee. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Modification or its making, issue or transfer. All such liability, if any, is expressly waived by each taker and holder hereof. Nothing herein shall modify or discharge the personal liability assumed by the guarantor(s) hereof, if any. Each original and successive holder of the Note accepts the express condition that no duty shall rest upon the Trustee to sequester the rents, issues and profits arising from the property described in the

**CHICAGO TITLE LAND TRUST COMPANY**  
**AS SUCCESSOR TRUSTEE TO**

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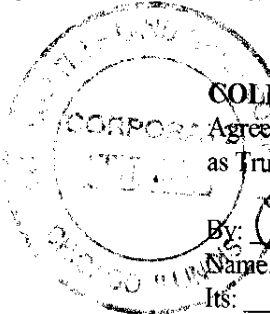
Mortgage, or the proceeds arising from such property's sale or other disposition. In case of default in the payment of this Modification or of any installment, the sole remedy of the holder, as far as Trustee is concerned, shall be foreclosure of the Mortgage, action against any other security at any time given to secure the payment hereof, and action to enforce the personal liability of other makers on the Note or the guarantors, if any, or any of the remedies as the holder in its sole discretion may elect.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.



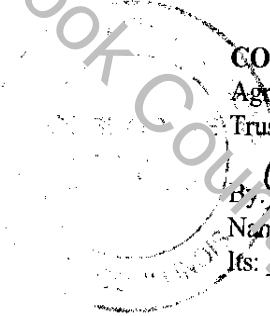
**CHICAGO TITLE LAND TRUST COMPANY  
AS SUCCESSOR TRUSTEE TO**

COLE TAYLOR BANK, as Trustee under Trust Agreement dated December 15, 1997, and known as Trust Number 97-7755

By: [Signature]  
Name: KAREN MICHEL  
Its: ASST VP

ATTEST [SEAL]

By: Attestation not required  
Name: pursuant to corporate by-laws.  
Title: \_\_\_\_\_



**CHICAGO TITLE LAND TRUST COMPANY  
AS SUCCESSOR TRUSTEE TO**

COLE TAYLOR BANK, as Trustee under Trust Agreement dated January 6, 1998, and known as Trust Number 98-7776

By: [Signature]  
Name: KAREN MICHEL  
Its: ASST VP

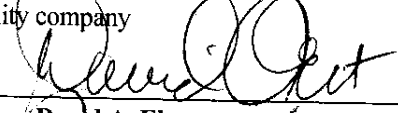
ATTEST [SEAL]

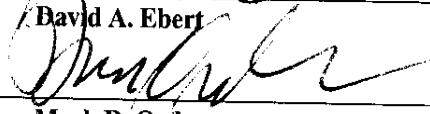
By: Attestation not required  
Name: pursuant to corporate by-laws.  
Title: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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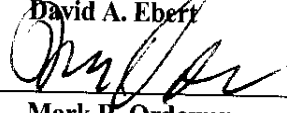
**VICEROY HOTEL L.L.C.**, an Illinois limited liability company

By:   
David A. Ebert

By:   
Mark R. Ordower

**WARREN PARKING LOTS L.L.C.**, an Illinois limited liability company

By:   
David A. Ebert

By:   
Mark R. Ordower

Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

CHICAGO TITLE LAND TRUST COMPANY  
AS SUCCESSOR TRUSTEE TO  
KZ CTLC

I, S. McKinley, a notary public in and for said County, the State aforesaid, DO  
HEREBY CERTIFY that KAREN MICHEL as ASST VP of COLE TAYLOR BANK, as  
Trustee under Trust Agreement dated December 15, 1997, and known as Trust Number 97-7755,  
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, sealed and delivered the said  
instrument as his/her free and voluntary act and as the free and voluntary act of said Trust, for the uses and  
purposes therein set forth.

GIVEN under my hand and seal, this 10<sup>th</sup> day of July, 2006.



Surrajina McKinley  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

CHICAGO TITLE LAND TRUST COMPANY  
AS SUCCESSOR TRUSTEE TO  
KZ CTLC

I, S. McKinley, a notary public in and for said County, the State aforesaid, DO  
HEREBY CERTIFY that KAREN MICHEL as ASST VP of COLE TAYLOR BANK, as  
Trustee under Trust Agreement dated January 6, 1998, and known as Trust Number 98-7776,  
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, sealed and delivered the said  
instrument as his/her free and voluntary act and as the free and voluntary act of said Trust, for the uses and  
purposes therein set forth.

GIVEN under my hand and seal, this 10<sup>th</sup> day of July, 2006.



Surrajina McKinley  
Notary Public

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, GEORGETTE PHILLOS, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that **David A. Ebert** and **Mark R. Ordower**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of **VICEROY HOTEL L.L.C.**, an Illinois limited liability company, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 10<sup>th</sup> day of July, 2006.

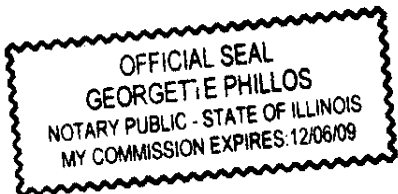


Georgette Phillos  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, GEORGETTE PHILLOS, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that **David A. Ebert** and **Mark R. Ordower**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of **WARREN PARKING LOTS L.L.C.**, an Illinois limited liability company, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 10<sup>th</sup> day of July, 2006.



Georgette Phillos  
Notary Public

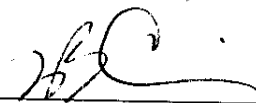
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## CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and hereby approves the foregoing Modification of Mortgage and Other Security Documents.

Dated as of July 6, 2006.

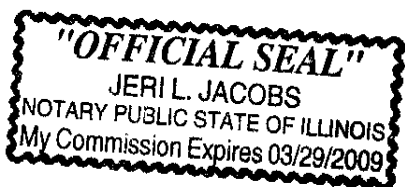
**MB FINANCIAL BANK, N.A.**

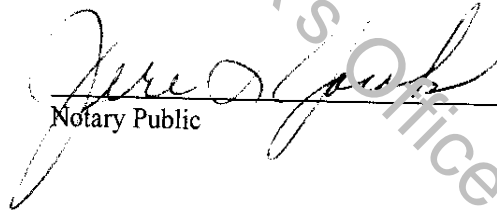
By:   
 Name: Trevor B. Gain  
 Title: Vice President

STATE OF ILLINOIS     )  
   ) SS.  
 COUNTY OF COOK        )

I, JERI JACOBS, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that TREVOR GAIN VICE PRESIDENT of MB FINANCIAL BANK, N.A., personally known to me to be the same person whose name is subscribed to the foregoing CONSENT OF MORTGAGEE, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, on behalf of said Bank and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 6<sup>th</sup> day of July, 2006.



  
 Notary Public



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## EXHIBIT "A"

### LEGAL DESCRIPTION

PINS: 17-08-332-001-0000  
17-08-332-002-0000  
17-08-332-003-0000  
17-08-332-004-0000  
17-08-332-005-0000  
17-08-332-006-0000  
17-08-332-007-0000

ADDRESS: 1519 WEST WARREN BOULEVARD  
CHICAGO, ILLINOIS 60607

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## EXHIBIT "A"

### Legal Description

The land referred to in this commitment is described as follows:

PARCEL 1:

LOT 2 (EXCEPT THAT PART THEREOF TAKEN FOR WIDENING ASHLAND AVENUE, AND LOTS 3 AND 4 IN LAFLIN AND MATHER'S SUBDIVISION OF THE NORTH PART OF BLOCK 'D' IN THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOMETIMES CALLED BLOCK 'D' IN THE WRIGHT'S ADDITION TO CHICAGO AND BEING IN THE SOUTH PART OF LOT 4 IN THE CIRCUIT COURT PARTITION OF THE SOUTHWEST ¼ OF SECTION 8 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 5 IN LAFLIN AND MATHER'S SUBDIVISION OF THE NORTH PART OF BLOCK 'D' IN THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOMETIMES CALLED BLOCK 'D' IN THE WRIGHT'S ADDITION TO CHICAGO AND BEING IN THE SOUTH PART OF LOT 4 IN THE CIRCUIT COURT PARTITION OF THE SOUTHWEST ¼ OF SECTION 8 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 6 THRU 9 IN LAFLIN AND MATHER'S SUBDIVISION OF THE NORTH PART OF BLOCK 'D' IN THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOMETIMES CALLED BLOCK 'D' IN THE WRIGHT'S ADDITION TO CHICAGO AND BEING IN THE SOUTH PART OF LOT 4 IN THE CIRCUIT COURT PARTITION OF THE SOUTHWEST ¼ OF SECTION 8 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 10 THRU 13 IN LAFLIN AND MATHER'S SUBDIVISION OF THE NORTH PART OF BLOCK 'D' IN THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOMETIMES CALLED BLOCK 'D' IN THE WRIGHT'S ADDITION TO CHICAGO AND BEING IN THE SOUTH PART OF LOT 4 IN THE CIRCUIT COURT PARTITION OF THE SOUTHWEST ¼ OF SECTION 8 AFORESAID, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER(S):  
STREET ADDRESS:

17-08-332-001-0000 thru 17-08-332-007-0000  
1519 West Warren Blvd.  
Chicago, Illinois 60607

10646185