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Prepared By:  
ALLEN C. WESOLOWSKI  
MARTIN & KARCAZES, LTD.  
161 N. Clark - #550  
Chicago, Illinois 60601

Doc#: 0809449065 Fee: \$42.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/03/2008 11:24 AM Pg: 1 of 4

Mail to:  
CHICAGO COMMUNITY BANK  
1110 W. 35<sup>th</sup> Street  
Chicago, IL 60609

FREEDOM TITLE CORP.

*AN 6882652* MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of this 6th day of March, 2008, by and between CHICAGO TITLE LAND TRUST COMPANY, as Successor to Cole Taylor Bank as Trustee under Trust Agreement dated June 3, 1997 and known as Trust No. 97-7307 (hereinafter called "Mortgagor") and CHICAGO COMMUNITY BANK, an Illinois banking corporation, with an office at 1110 W. 35<sup>th</sup> Street Chicago, IL 60609 (hereinafter called "Lender").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On January 4, 2008, for full value received, Mortgagor's beneficiary (the "Borrower") executed and delivered to Lender a Promissory Note in the principal amount of SIX HUNDRED THOUSAND AND NO/100THS DOLLARS (\$600,000.00) (hereinafter called "Note"), pursuant to the terms and conditions of a Loan Agreement dated January 4, 2008 between Borrower and Lender (the "Loan Agreement").

B. Mortgagor has secured the Note, by granting to Lender a certain first mortgage (hereinafter called the "Mortgage") dated January 4, 2008, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage was recorded as Document No. 0802449037 with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

PARCEL 1: LOT 19 IN BLOCK 1 IN GALLAGHER'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 9 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-33-119-026  
Common Address: 3422 S. Union, Chicago, IL 60616

PARCEL 2: LOT 1 IN THE RESUBDIVISION OF LOTS 25 TO 48 BOTH INCLUSIVE IN SUBDIVISION BLOCK 1 OF B. SHURTLEFF'S SUBDIVISION OF BLOCK 7 IN THE

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CANAL TRUSTEES SUBDIVISION OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH VACATED PART OF ALLEY RUNNING EAST AND WEST IN THE SOUTH PART OF SAID BLOCK, IN COOK COUNTY, ILLINOIS.

PIN: 17-33-103-028

Common Address: 3112 S. Wallace, Chicago, IL 60616

PARCEL 3: LOT 47 IN BLOCK 2 IN THE SUBDIVISION OF SUB BLOCK 2 OF SEAVERN'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 8 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-30-108-040

Common Address: 3250 S. Emerald, Chicago, IL 60616

C. Borrower and Lender have agreed to re-finance the Note as evidenced by a promissory note dated March 6, 2008 in the principal amount of \$1,000,000.00.

D. Borrower and Mortgagor represent to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises and that the lien of the Mortgage, as herein modified, is a valid, first lien upon the Mortgaged Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree as follows:

1. Lender agrees to refinance the Note with a new loan in the amount of \$1,000,000.00 as evidenced by a promissory note dated March 6, 2008 in the note amount of \$1,000,000.00 executed by Borrower in accordance with a Non-Revolving Line of Credit Loan Agreement dated March 6, 2008 executed by Borrower and Lender (the "Re-Finance Note").
2. The Mortgage shall secure the Re-Finance Note.

In consideration of the re-financing of the Note as hereinabove set forth, Borrower does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Re-Finance Note and secured by the Mortgage, and to perform the covenants contained in the aforementioned documents, and Borrower and Mortgagor represent to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises and that the lien of the Mortgage is a valid, first lien on the Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Re-Finance, the Mortgage and other loan documents as identified herein, or the lien created thereby or any other documents executed by Borrower, jointly or severally, in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights,

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powers, or remedies of Lender under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Mortgage and any other instruments and documents executed in connection with the loan evidenced by the Re-Finance Note, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

The undersigned hereby authorizes Lender to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

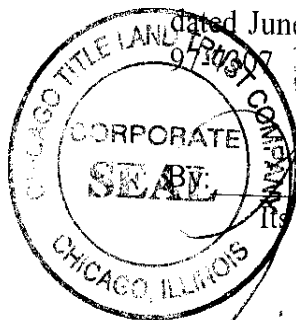
This modification agreement is executed by CHICAGO TITLE LAND TRUST COMPANY, as Successor to Cole Taylor Bank as Trustee under Trust Agreement dated June 3, 1997 and known as Trust No. 97-7307 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument); and no personal liability shall exist or be asserted or enforceable against the said Trustee generally or in any capacity other than as Trustee as aforesaid, because or in respect of the mortgage modified hereby or the note secured by said mortgage, and its liability as such Trustee shall be limited to and enforceable only out of the property described in the mortgage, by enforcement of the lien thereof, and no duty shall rest upon said bank to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

CHICAGO COMMUNITY BANK

By: Steve A. Stephens  
Its Vice - President

CHICAGO TITLE LAND TRUST COMPANY, as Successor to Cole Taylor Bank as Trustee under Trust Agreement dated June 3, 1997 and known as Trust No.



[Signature]  
Its ASST. VICE PRESIDENT

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the aforesaid State, does hereby certify that on this day personally appeared before me, \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the \_\_\_\_\_ President of CHICAGO COMMUNITY BANK and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed, and as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 27<sup>th</sup> day of MARCH 2008.

*Patricia Szczecinski*

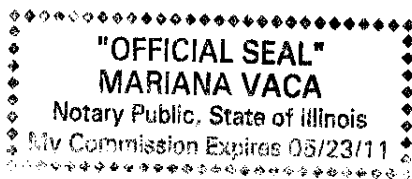
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )



The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that ~~LOUISE MANTON~~ MARIANA VACA 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 s/he signed and delivered the said instrument as her/his own free and voluntary act, as authorized agent of CHICAGO TITLE LAND TRUST COMPANY, as Successor to Cole Taylor Bank as Trustee under Trust Agreement dated June 3, 1997 and known as Trust No. 97-7307, with the authority to so act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25 day of March, 2008.



*Mariana Vaca*

Notary Public