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JPMorgan Chase Bank, NA
Chicago Private Client Services
LPO
10 South Dearborn, 8th Floor
Chicago, IL 60670

Doc#: 0813722007 Fee: \$46.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/16/2008 09:37 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:
Private Client Services Loan
Servicing
P.O. Box 32096
Louisville, KY 40232-2096



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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
MARNI HIRSCHFIELD
JPMorgan Chase Bank, NA
10 South Dearborn, 8th Floor
Chicago, IL 60670

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 8, 2008, is made and executed between THE DIANA S. FERGUSON TRUST, DATED AUGUST 2, 2001, whose address is 270 EAST PEARSON STREET, UNIT 803, CHICAGO, IL 60611 (referred to below as "Grantor") and JPMorgan Chase Bank, NA, whose address is Chicago Private Client Services LPO, 10 South Dearborn, 8th Floor, Chicago, IL 60670 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 17, 2007 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Filed for Record in the office of the Recorder of Deeds on May 25, 2007 under Document Number 0714517004.

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

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 270 EAST PEARSON STREET, UNIT 803, CHICAGO, IL 60611. The Real Property tax identification number is 17-03-228-034-4022

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

Maximum Lien. At no time shall the principal amount of Indebtedness secured by the Mortgage/Deed of Trust, not including sums advanced to protect the security of the Mortgage/Deed of Trust, exceed the Credit Limit of \$800,000.00.

The original stated principal amount of the Credit Agreement, as heretofore modified, of FIVE HUNDRED THOUSAND AND 00/100 (\$500,000.00) is increased as of the date hereof by the amount of THREE HUNDRED THOUSAND AND 00/100 (\$300,000.00). Accordingly, as of the date hereof, the new stated

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principal amount of the Credit Agreement is EIGHT HUNDRED THOUSAND AND 00/100 (\$800,000.00). If the Credit Agreement evidences a term loan or a non-revolving line of credit, Borrower hereby promises to pay to the order of Lender, the stated principal amount of the Credit Agreement, as hereby increased, or so much thereof as may be advanced, less any repayments of the principal thereof previously made, together with interest thereon at the rate, on the dates and in the manner specified in the Credit Agreement, as modified hereby. If the Credit Agreement evidences a revolving line of credit, Borrower hereby promises to pay to the order of lender the stated principal amount of the Credit Agreement, as hereby increased, or such amount less than the stated principal amount which is outstanding from time to time, together with interest thereon at the rate, on the dates and in the manner specified in the Credit Agreement, as modified hereby.

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 APRIL 8, 2008.

GRANTOR:

THE DIANA S. FERGUSON TRUST, DATED AUGUST 2, 2001

By: 

DIANA S. FERGUSON, Trustee of THE DIANA S. FERGUSON
TRUST, DATED AUGUST 2, 2001

LENDER:

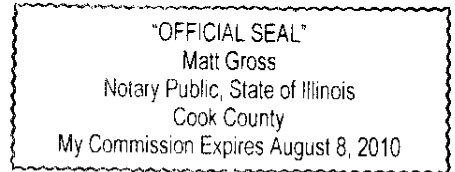
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Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT



STATE OF Illinois)

COUNTY OF Cook)

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) SS
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On this 19th day of April, 2008 before me, the undersigned Notary Public, personally appeared **DIANA S. FERGUSON**, Trustee of **THE DIANA S. FERGUSON TRUST, DATED AUGUST 2, 2001**, and known to me to be an authorized trustee or agent 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Matt Gross Residing at Chicago
MATT GROSS

Notary Public in and for the State of Illinois

My commission expires 8/8/10

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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT



STATE OF Illinois)

COUNTY OF Cook)

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) SS
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On this 19th day of April, 2008 before me, the undersigned Notary Public, personally appeared Diana Ferguson and known to me to be the trustee, 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 Matt Gross Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 8/8/10

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GF No. 1369469

Continuation of Schedule A**Legal description of the land:**

Parcel 1: Unit 803 in the Belvedere Condominiums (as hereinafter described) together with its undivided percentage interest in the common elements which unit and common elements are comprised

(A) The leasehold estate, created by the instrument herein referred to as the lease, executed by Northwestern University, a corporation of Illinois, as lessor, and 270 East Pearson, L.L.C., an Illinois limited company, as lessee, dated as of June 31, 2000, which lease was recorded August 2, 2000 as Document Number 000584667, and re-recorded August 11, 2000 as Document Number 00614549, and as amended by amendment to ground lease recorded March 2, 2001 as Document Number 0010169900 and Second Amendment to ground lease dated as of May 20, 2004 and recorded May 20, 2004 as Document Number 0414131096, and by unit sublease recorded May 21, 2004 as Document Number 0414242172, which lease, as amended, demises the land (as hereinafter described) for a term of 99 years commencing July 31, 2000 (except the buildings and improvements located on the land); and

(B) Ownership of the building and improvements located on the following described land: Certain lots in the residences on Lake Shore Park Subdivision, being a subdivision of part of Lots 91 to 98 in Lake Shore Drive Addition to Chicago, a subdivision of part of Blocks 14 and 20 in Canal Trustees' Subdivision of the South fractional quarter of Section 3, Township 39 North, Range 14 East of the Third Principal, which survey is attached as an Exhibit to the declaration of condominium recorded May 20, 2004 as Document Number 0414131100, as amended, from time to time, together with its undivided percentage interest in the common elements all in Cook County, Illinois.

Parcel 2: The exclusive right to the use of storage space S22, a limited common element, as delineated on the survey attached to the declaration of condominium aforesaid.

Parcel 3: Parking Unit P1 and P5 in the 270 East Pearson Garage Condominiums (as hereinafter described) together with its undivided percentage interest in the common elements, which parking unit is comprised of:

(A) The leasehold estate, created by the instrument herein referred to as the lease, executed by Northwestern University, a corporation of Illinois, as lessor, and 270 East Pearson, L.L.C., an Illinois limited liability company, as lessee, dated May 20, 2004, which lease was recorded May 20, 2004 as Document Number 0414131097, and by Unit sublease recorded May 21, 2004 as Document Numbers 041442193 and 0414242197, which lease, as amended, demises the land (as hereinafter described) for a term of 95 years commencing May 20, 2004 (except the buildings and improvements located on the land); and

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GF No. 1369469

(1) Ownership of the buildings and improvements located on the following described land: Certain lots in the residences on Lake Shore Park Subdivision, being a subdivision of part of Lots 91 and 98 in Lake Shore Drive Addition to Chicago, a subdivision of part of Blocks 14 and 20 in Canal Trustees' Subdivision of the South fractional quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, which survey is attached as an Exhibit to the declaration of condominium recorded May 20, 2004 as Document Number 0414131101, as amended, from time to time, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

Parcel 4: Non-exclusive easements for the benefit of Parcels 1, 2 and 3 for ingress, egress, use, enjoyment and support as set forth in the declaration of covenants, conditions, restrictions and easements recorded as Document Number 0414131098.

Parcel 5: Non-exclusive easements for the benefit of Parcel 3 for ingress, egress, use, enjoyment and support as set forth in the declaration of covenants, conditions, restrictions and easements recorded as Document Number 0317834091.

Commonly known as: 270 EAST PEARSON STREET UNIT 803, CHICAGO, IL 60611