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Doc#: 1025808399 Fee: \$70.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/15/2010 02:25 PM Pg: 1 of 5

Doc#: Fee: \$2.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/15/2010 02:25 PM Pg: 0

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MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

5p
1/2/10

ST. COLETTA OF WISCONSIN CHARITABLE FOUNDATION, INC., a Wisconsin not-for-profit corporation ("Assignor"), and ST. COLETTA OF WISCONSIN, INC., a Wisconsin not-for-profit corporation ("Assignee"), hereby make and deliver to HARRIS, N.A., a national banking association (the "Lender"), this Modification of Mortgage and Assignment of Rents (this "Modification") as of August 3, 2010 (the "Effective Date").

Recitals

Pursuant to the terms of a certain Business Loan Agreement by and among Assignor and Lender dated as of June 3, 2003, as amended and modified by a certain Change in Terms Agreement dated as of September 30, 2004 (the "Loan Agreement") Assignor executed and delivered to Lender a Promissory Note dated June 19, 2003 in the original principal amount of Three Hundred Twenty Thousand and No/100 Dollars (\$320,000.00) (the "Note").

The payment and performance of Assignor's liabilities and obligations under the Note was secured by, among other things: (a) a certain Mortgage executed and delivered to Lender on June 19, 2003 and recorded with the Recorder of Deeds of Cook County, Illinois on July 30, 2003 as Document No. 0321114015 (the "Mortgage"); (b) a certain Assignment of Rents executed and delivered to Lender on June 19, 2003 and recorded with the Recorder of Deeds of Cook County, Illinois on July 30, 2003 as Document No. 0321114016 (the "Assignment"); and (c) various other security documents (collectively, the "Security Documents").

Assignor has transferred ownership in the real property legally described in **Exhibit A** attached hereto and made a part of this Modification (the "Real Property") to Assignee and Assignor desires to assign to Assignee, and Assignee desires to accept and assume all responsibility for, all of Assignor's rights, liabilities and obligations under the Loan Agreement, the Note and the Security Documents, pursuant to a Commercial Loan Assignment and Assumption Agreement of even date herewith (the "Assignment and Assumption Agreement").

The Lender has expressly conditioned its acceptance of the Assignment and Assumption Agreement, and the assignment of Assignor's liabilities and obligations to Assignee, on Assignee's execution and delivery of this Modification to secure the prompt payment to the Lender of the Loan obligations assumed by Assignee under the Assignment and Assumption Agreement.

It is in the best interests of Assignee that the Lender accept the Assignment and Assumption Agreement and the assignment of Assignor's liabilities and obligations to Assignee, and Assignee therefore desires to execute and deliver this Modification to the Lender.

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In consideration of the foregoing and other good and valuable consideration, the Assignee hereby agrees with the Lender as follows:

1. Modifications to the Mortgage and the Assignment of Rents.
 - a. From and after the Effective Date, whenever the term "Grantor" is used in the Mortgage or the Assignment it shall mean and refer to ST. COLETTA OF WISCONSIN, INC., a Wisconsin not-for-profit corporation, the current owner of the Real Property.
 - b. From and after the Effective Date, whenever the term "Borrower" appears in the Mortgage or the Assignment, it shall mean and refer to ST. COLETTA OF WISCONSIN, INC., a Wisconsin not-for-profit corporation.
 - c. From and after the Effective Date, whenever the term "Note" appears in the Mortgage or the Assignment, it shall mean and refer to the Note as modified and assigned by the Assignment and Assumption Agreement.
 - d. From and after the Effective Date, ST. COLETTA OF WISCONSIN, INC. agrees to accept, assume all responsibility for, and to promptly perform and fulfill all of Assignor's rights, duties, liabilities and obligations under the Mortgage and the Assignment.
2. All terms used herein and not otherwise defined shall have the meanings set forth in the Loan Agreement.
3. The Mortgage and Assignment as hereby modified are valid and subsisting liens on the Real Property.
4. As modified hereby, all the terms, covenants, representations, agreements and conditions of the Mortgage and the Assignment shall continue in full force and effect as against the Assignee.
5. The Assignee hereby agrees to execute and deliver, or cause to be executed and delivered, to the Lender such additional documentation as the Lender shall require in order to evidence or effectuate the transactions contemplated hereby or in order to update information and undertakings heretofore given to the Lender by or on behalf of the Assignee.
6. This Modification shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without regard to that state's choice of law provisions.
7. This Modification shall inure to the benefit of the Lender's successors and assigns, and shall be binding upon the successors and assigns of the Assignee.

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SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, the Assignor and Assignee have signed, sealed and delivered this Modification as of the date first written above.

ASSIGNOR:

ST. COLETTA OF WISCONSIN
CHARITABLE FOUNDATION, INC

By: *[Signature]*
Its: SECRETARY - TREASURER

ASSIGNEE:

ST. COLETTA OF WISCONSIN, INC.

By: *[Signature]*
Its: SECRETARY - TREASURER

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UNOFFICIAL COPY

ACKNOWLEDGEMENT

STATE OF WIS)
) SS.
COUNTY OF Jefferson)

I, Timothy Zuehlke, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT S. Bud Kuper, as the Secretary of St. Coletta of Wisconsin Charitable Foundation, Inc. (the "Company"), 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 signed, sealed, and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the said Company, for the uses and purposes therein set forth.

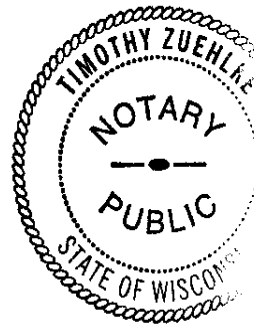
GIVEN UNDER MY HAND AND NOTARIAL SEAL this 5 day of Aug, 2010.

Timothy Zuehlke
Notary Public

My commission expires: 4-22-12

ACKNOWLEDGEMENT

STATE OF WIS)
) SS.
COUNTY OF Jefferson)



I, Timothy Zuehlke, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT S. Bud Kuper, as the Secretary of St. Coletta of Wisconsin, Inc. (the "Company"), 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 signed, sealed, and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the said Company, for the uses and purposes therein set forth.

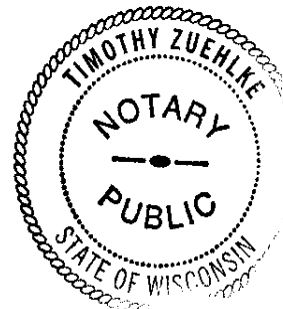
GIVEN UNDER MY HAND AND NOTARIAL SEAL this 5 day of Aug, 2010.

Timothy Zuehlke
Notary Public

My commission expires: 4-22-12

THIS INSTRUMENT PREPARED BY:

Richmond A. Payne, Esq.
Robinson Payne LLC
2800 W. Higgins Rd., Suite 160
Hoffman Estates, IL 60169



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EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN LEWYTSKYJ'S RESUBDIVISION, RECORDED JANUARY 28, 2000 AS DOCUMENT 00075866 AND RECORDED MARCH 30, 2000 AS DOCUMENT 00222320, BEING A RESUBDIVISION OF THE WEST 135 FEET OF LOT 6 IN BLOCK 25 IN ARTHUR T. MCINTOSH AND COMPANY'S PALATINE ESTATES UNIT NO. 3, BEING A SUBDIVISION OF PARTS OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1927 AS DOCUMENT NO. 9591352, IN COOK COUNTY, ILLINOIS

Commonly known as: 1133 S. Vermont, Palatine, IL 60067

P.I.N.: 02-27-205-014-0000

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