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Doc#: 1032013056 Fee: \$50.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/16/2010 11:15 AM Pg: 1 of 7

This Modification Prepared by ✓
and after recording should be returned to:

Wesley W. Broquard
Barnes & Thornburg LLP
One North Wacker Drive, Suite 4400
Chicago, Illinois 60606

SECOND MODIFICATION OF MORTGAGE

THIS SECOND MODIFICATION OF MORTGAGE (this "Modification") is made this 12th day of October 2010, to be effective as of May 1, 2010 (the "Effective Date"), by North Star Trust Company, not individually but as successor trustee to Cosmopolitan Bank and Trust under Trust Agreement dated October 6, 2004, and known as Trust Number 31770 ("Grantor"), to and for the benefit of U.S. Bank N.A., its successors and/or assigns ("Lender"), with reference to the following facts:

A. Lender, as successor in interest to Park National Bank, which was successor in interest to Pullman Bank and Trust, is the legal owner and holder of a Promissory Note dated March 1, 2010 (the "Note"), made by Sliabh Luachra Publishing Ltd., an Illinois corporation ("SLP" and, together with Grantor, the "Borrower") in the original principal amount of \$39,517.38 (the "Loan"). The Note restated and replaced certain prior notes dating back to September 3, 2004, in the original principal amount of \$60,000.00.

B. The Note is secured by, among other things, that certain Mortgage dated September 3, 2004, and recorded in the office of the Recorder of Cook County, Illinois, on October 7, 2004, as document number 0428147236, as amended by that certain Modification of Mortgage dated July 1, 2009, and recorded in said Recorder's Office on July 28, 2009, as document number 0920933068 (collectively, the "Mortgage"), creating a mortgage lien against real property and improvements located in Chicago, Illinois, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Security Property").

C. The Mortgage was made by First American Bank, not individually but as trustee under Trust Agreement dated September 9, 1999, and known as Trust No. 1-99-123 ("Original Trustee"). At the direction of the beneficiary of said trust, Original Trustee conveyed the Security Property to Grantor by deed recorded in the Cook County Recorder's Office on March 22, 2005, as document number 0508139037, which conveyance was subject to the lien of the Mortgage.

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D. Pursuant to that certain Loan Extension Agreement of even date herewith by and between Borrower and Lender (the "Extension"), Borrower and Lender have agreed to make certain modifications and extensions to the Loan.

E. In order to induce Lender to enter into the Extension, Grantor has agreed to amend the Mortgage as set forth herein, but not otherwise.

NOW, THEREFORE, in consideration of the foregoing premises, and in consideration of Borrower's execution and delivery of the Extension, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor, intending to be legally bound, agrees as follows:

1. **Definitions.** Defined terms used in this Modification that are not otherwise defined herein shall have the meaning ascribed to them in the Mortgage.

2. **Amendments.**

(a) Effective as of the Effective Date, the term of the Loan is extended from May 1, 2010, to May 1, 2011, and the Maturity Date of the Note shall be May 1, 2011.

(b) All references to the "Note" in the Mortgage shall be deemed to refer to the Note as defined herein and modified by the Extension, as further amended, restated, modified, extended, renewed, guaranteed or assumed from time to time.

(c) The definition of Grantor set forth in the Mortgage is hereby amended to be the definition of Grantor given in the preamble of this Modification.

(d) The definition of Lender in the Mortgage is hereby amended to be the definition of Lender given in the preamble of this Modification, having the following address for notice purposes:

U.S. Bank N.A.
801 N. Clark St.
Chicago, IL 60610
Attention: Rebecca Godbey

3. **Recording.** Upon the execution of this Modification, Borrower shall cause it to be promptly recorded in the Office of the County Recorder for Cook County, Illinois.

4. **Continuing Force and Effect.** Except as specifically modified by this Modification, the Mortgage shall continue in full force and effect. Borrower reaffirms all of its obligations, liabilities, duties, covenants, and agreements to and with Lender pursuant to the Mortgage and agrees that such obligations, liabilities, duties, covenants, and agreements shall continue in full force and effect and shall not be discharged, limited, impaired, or, except as provided in this Modification, affected in any manner whatsoever.

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5. **Exculpatory Clause.** This Modification is executed by Grantor, not personally but as successor trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and Grantor hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on Grantor personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either expressed or implied herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as Grantor personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look to any or all of the following for the payment thereof:

(a) to the Security Property by the enforcement of the lien created by the Mortgage;

(b) to any other security given to secure the payment of the Note; and

(c) to the personal liability of each guarantor (if any) of the payment of the Note and the performance of the Grantor hereunder.

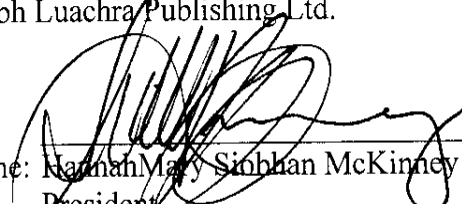
[signature pages follow]

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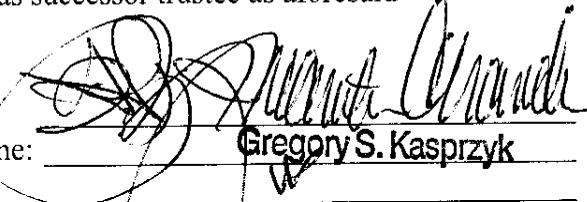
WITNESS the due execution of this Modification as of the date first above written.

BORROWER:

Sliabh Luachra Publishing Ltd.

By: 
Name: Hannah Mary Sinhan McKinney
Its: President

North Star Trust Company, not individually
but as successor trustee as aforesaid

By: 
Name: Gregory S. Kasprzyk
Its: _____

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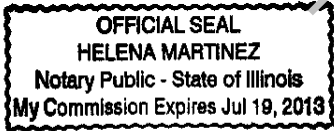
ACKNOWLEDGMENTS:

STATE OF IL)
) ss.
COUNTY OF Cook)

Hannah Kory I, the undersigned, a Notary Public in and for said County and State, certify that Solhan McKinney, the President of Sliabh Luachra Publishing Ltd., personally known or proven to me by adequate identification, and the person whose name is subscribed to the foregoing instrument, personally appeared before me this day and severally acknowledged that h/she signed and delivered the said instrument as his or her free and voluntary act on behalf of said corporation for the uses and purposes therein set forth.

GIVEN under my hand the Notarial Seal this 27th day of October, 2010.

[seal]



[Signature]
Notary Public

STATE OF Illinois)
) ss.
COUNTY OF COOK)

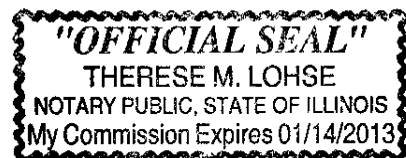
Juanita Chandler I, the undersigned, a Notary Public in and for said County and State, certify that Gregory S. Kasprzyk, personally known to me to be the Vice President of North Star Trust Company, and the person whose name is subscribed to the foregoing instrument, personally appeared before me this day and severally acknowledged that she signed and delivered the said instrument as her/his free and voluntary act and the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand the Notarial Seal this 28th day of October, 2010.

[seal]

[Signature]

Notary Public



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EXHIBIT A

SECURITY PROPERTY

Lots 6, 7, and 8 in Block 2 in Joseph Bickerdikes Subdivision of that part of the North 85 ½ acres of the Southwest ¼ of Section 24, Township 40 North, Range 13 East of the Third Principal Meridian lying North and East of the center of Elston Avenue and bounded as follows: North by the center of Warner Avenue, West by the center of Kedzie Avenue, Southwest by the Center of Elston Avenue, East of the center of Wallace Avenue extended, according to the plat thereof recorded November 11, 1892, as Document 1766481, in Cook County, Illinois. ✓

3471 N. Elston Avenue, Chicago, IL 60618 ✓

Parcel # 13-24-302-022-0000 and 13-24-302-023-0000 ✓

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