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**This Instrument Prepared By
And After Recording Return To:**

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Doc#: 1118716029 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/06/2011 02:04 PM Pg: 1 of 5

THE ABOVE SPACE IS RESERVED FOR RECORDER'S USE ONLY

MORTGAGE MODIFICATION

THIS MORTGAGE MODIFICATION ("Modification") is effective as of April 1, 2011 and is by and between CHICAGO TITLE LAND TRUST COMPANY, not personally, but as Successor Trustee on behalf of LASALLE NATIONAL BANK, N.A TRUST NO. 118122 DATED JULY 29, 1993 ("**Mortgagor**" or sometimes referred to for convenience as "**Borrower**"), and URBAN PARTNERSHIP BANK as successor-in-interest to the Federal Deposit Insurance Corporation, as Receiver for SHOREBANK, whose address is 17936 South Cottage Grove Avenue, Chicago, Illinois 60619 ("**Mortgagee**" or alternatively, "**Lender**").

RECITALS

A. Borrower is liable to Lender on that certain loan facility initially entered into on or about March 31, 2004 by Lender's predecessor in interest, which facility is in the original principal amount of Six Million Forty Thousand and No/100 U.S. Dollars (\$6,040,000.00) ("**Loan**").

B. The Loan is now evidenced by an Amended and Restated Note in favor of Mortgagee of even date herewith, which is an amendment and restatement of that certain Promissory Note in favor of Lender originally entered into on or about March 31, 2004 (collectively, "**Note**"). The terms of the Loan are further described in a related Business Loan Agreement by and between Borrower and Lender dated March 31, 2004, as amended by Loan Modification Agreement of even date herewith (collectively, "**Loan Agreement**").

C. The Note is secured, *inter alia*, by a Mortgage dated March 31, 2004 which was recorded with the Cook County Recorder of Deeds on April 14, 2004 as Document #0410529162 ("**Mortgage**"), by which Borrower has mortgaged to Lender the real property legally described in Exhibit A attached to this Modification and commonly known as Lake Meadows Shopping Center, northeast corner, 35th Street and Martin Luther King Drive, Chicago, Illinois.

D. The Borrower and the Lender have agreed to make certain changes in the Loan secured by the Mortgage. The Lender and Borrower have agreed to amend and restate the March 31, 2004 Note with the Amended and Restated Note dated as of the date of this Modification in the maximum principal amount of \$4,618,484.68 and such Amended and Restated Note will be secured, *inter alia*, by the Mortgage.

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NOW, THEREFORE, THIS MODIFICATION WITNESSETH:

That in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby agrees to and does modify the Mortgage as follows:

- i. **Recitals.** The Recitals set forth above are incorporated by this reference into this Modification as if fully set forth and they are hereby made an integral part of this Modification.
- ii. **Definitions.** All capitalized terms used in this Modification shall have the meanings given to such terms in the Loan Agreement unless those terms are otherwise defined herein, provided however that all references in all Loan Documents, including the Mortgage, to "Mortgagee" and "Lender" shall be hereinafter deemed to refer to Urban Partnership Bank, as successor in interest to Founders Bank and all references in all Loan Documents to the "Mortgage" shall be hereinafter deemed to include this Modification.
- iii. **Extension of Maturity Date and other Modifications.** From and after the date of this Modification, the Mortgage shall secure the Amended and Restated Revolving Note, the Note as defined herein, which Note has a Maturity Date of August 1, 2011 and all references in all Loan Documents, including the Mortgage to the "Note" shall be deemed to refer to the Amended and Restated Revolving Note of even date hereof.
- iv. **Full Force and Effect.** The Note, the Mortgage, the Loan Agreement and all other Loan Documents executed and delivered in connection with the Loan evidenced by the Note shall remain in full force and effect, except as expressly modified by this Modification.
- v. **Successors and Assigns.** This Modification shall be binding upon and inure to the benefit of the parties and their respective personal representatives, successors and assigns.

[The remainder of this page has been left blank intentionally. Signature page follows.]

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It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description of property commonly known as Lake Meadows Shopping Center, northeast corner, 35th Street and Martin Luther King Drive, Chicago, Illinois

Lot "A" (except the North 120.70 feet of the West 136.40 feet thereof) in the Lake Meadows Number 1, a consolidation of lots and parts of lots and vacated streets and alleys in John DeWitt's Addition to Chicago and in University Subdivision and certain Resubdivisions, all in the North East fractional 1/4 of Section 34, Township 39 North, Range 14 in Cook County, Illinois recorded July 8, 1954 as document 15954451 and filed in the Office of the Registrar of Titles as document LK1539045.

The Real Property tax identification number is 17-34-216-043; 17-34-216-045.

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