

(1 of 3)

UNOFFICIAL COPY



This Document was prepared by and should be returned to: First Eagle Bank 1040 E. Lake St. Hanover Park, IL. 60133

Doc#: 1120329042 Fee: \$72.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 07/22/2011 12:38 PM Pg: 1 of 19

FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Loan Documents ("First Amendment") is dated as of the 13th day of April, 2011 and made by and among Eugene J. Chesrow ("Borrower"); Alexis Chesrow ("Guarantor"); Chicago Title Land Trust Company, successor Trustee to LaSalle National Bank, successor trustee to Exchange National Bank, under Trust Agreement dated February 24, 1981 and known as Trust No. 10-38107-09 ("Grantor"); and First Eagle Bank f/ka First Eagle National Bank ("Lender").

A. On April 13, 2006 Lender made a loan (the "Loan") to Borrower in the amount of One Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$1,750,000.00). The Loan is evidenced by the Promissory Note of Borrower dated April 13, 2006 in the principal amount of \$1,750,000.00 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage") dated April 13, 2006 and recorded as Document Nos. 0612126302 and 0612126303 with the Recorder of Deeds of Cook County, Illinois which was executed by Grantor in favor of Lender and which created a first lien on the property ("Property") known as 720 N. Wells St., Chicago, IL 60610 which is legally described on Exhibit "A" attached hereto and made a part hereof.

C. The Note is further secured by the Collateral Assignment of Beneficial Interest ("Assignment") dated April 13, 2006 executed by Borrower in favor of Lender covering Chicago Title Land Trust Company Trust No. 10-38107-09 dated February 24, 1981. The Note, the Mortgage, the Assignment, and any and all other documents executed pursuant to or in connection with the Loan by Borrower, Grantor, or Guarantor, as amended, modified, assumed or replaced from time to time are hereinafter collectively referred to as the "Loan Documents".

Prepared By: NPV

Officer Review

Initial Review [Signature] Date 6/9/11

Final Review [Signature] Date 6/21/11

Loan No. 64424

DONE AT CUSTOMER'S REQUEST

Box 400-CTCC

C.T.I.C. 8331702 D2 KARSA

# UNOFFICIAL COPY

D. Borrower requests the extension of the Maturity Date of the Loan to April 13, 2013. Lender has agreed to extend the Maturity Date as aforesaid, subject to the following covenants, agreements, representations and warranties.

**NOW THEREFORE**, for and in consideration of the covenants, agreements, representations and warranties set forth herein, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above shall be incorporated herein, as if set forth in their entirety.

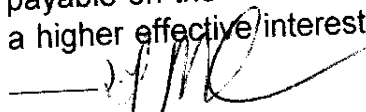
2. **Maturity Date and Schedule of Payment.** The Note is hereby amended by extending the Maturity Date to April 13, 2013. Borrower will pay the Loan, that has a current principal balance of \$1,474,798.02 with interest at the fixed rate of 7.35% per annum on the unpaid principal balance from the date hereof until paid in full pursuant to the following schedule:

1 principal payment at or prior to the execution of this First Amendment in the amount of \$4,798.02

23 consecutive monthly payments of principal and interest in the amount of \$13,593.37 beginning May 13, 2011 and on the same day of each month after that, and

1 final principal and interest payment at Maturity on April 13, 2013 estimated at \$1,368,778.47. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Loan.

Interest on the Loan is computed on a 365/360 basis; that, is by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable on the Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated herein. (Initial here



3. **Prepayment Fee.** If Borrower prepays the Loan by refinancing it with another lender, Borrower must pay Lender a prepayment premium equal to two percent (2%) of the prepaid principal if paid in the first (1st) loan year and one percent (1%) of the prepaid principal if paid in the second (2nd) loan year. For purposes of this Note, a loan year shall mean each 12 month period following the date hereof. If prior to the Maturity Date, an Event of Default (as hereinafter defined) exists and Lender elects to declare all principal and interest hereunder immediately due and payable, the tender of payment of the amount of such entire indebtedness hereunder, made at any time prior to sale under foreclosure of the Mortgage or the realization of any other collateral which secures this Note, shall be deemed to constitute an evasion of the foregoing

# UNOFFICIAL COPY

This Document was prepared  
by and should be returned to:  
First Eagle Bank  
1040 E. Lake St.  
Hanover Park, IL. 60133

## FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Loan Documents ("First Amendment") is dated as of the 13<sup>th</sup> day of April, 2011 and made by and among Eugene J. Chesrow ("Borrower"); Alexis Chesrow ("Guarantor"); Chicago Title Land Trust Company, successor Trustee to LaSalle National Bank, successor trustee to Exchange National Bank, under Trust Agreement dated February 24, 1981 and known as Trust No. 10-38107-09 ("Grantor"); and First Eagle Bank f/ka First Eagle National Bank ("Lender").

A. On April 13, 2006 Lender made a loan (the "Loan") to Borrower in the amount of One Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$1,750,000.00). The Loan is evidenced by the Promissory Note of Borrower dated April 13, 2006 in the principal amount of \$1,750,000.00 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage") dated April 13, 2006 and recorded as Document Nos. 0612126302 and 0612126303 with the Recorder of Deeds of Cook County, Illinois which was executed by Grantor in favor of Lender and which created a first lien on the property ("Property") known as 720 N. Wells St., Chicago, IL 60610 which is legally described on Exhibit "A" attached hereto and made a part hereof.

C. The Note is further secured by the Collateral Assignment of Beneficial Interest ("Assignment") dated April 13, 2006 executed by Borrower in favor of Lender covering Chicago Title Land Trust Company Trust No. 10-38107-09 dated February 24, 1981. The Note, the Mortgage, the Assignment, and any and all other documents executed pursuant to or in connection with the Loan by Borrower, Grantor, or Guarantor, as amended, modified, assumed or replaced from time to time are hereinafter collectively referred to as the "Loan Documents").

Prepared By: NPV

Officer Review

Initial Review

Date 6/13/11

Final Review

Date 6/22/11

Loan No. 64424

# UNOFFICIAL COPY

D. Borrower requests the extension of the Maturity Date of the Loan to April 13, 2013. Lender has agreed to extend the Maturity Date as aforesaid, subject to the following covenants, agreements, representations and warranties.

**NOW THEREFORE**, for and in consideration of the covenants, agreements, representations and warranties set forth herein, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above shall be incorporated herein, as if set forth in their entirety.

2. **Maturity Date and Schedule of Payment.** The Note is hereby amended by extending the Maturity Date to April 13, 2013. Borrower will pay the Loan, that has a current principal balance of \$1,474,798.02 with interest at the fixed rate of 7.35% per annum on the unpaid principal balance from the date hereof until paid in full pursuant to the following schedule:

1 principal payment at or prior to the execution of this First Amendment in the amount of \$4,798.02;

23 consecutive monthly payments of principal and interest in the amount of \$13,593.37 beginning May 13, 2011 and on the same day of each month after that, and

1 final principal and interest payment at Maturity on April 13, 2013 estimated at \$1,368,778.47. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Loan.

Interest on the Loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable on the Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated herein. (Initial here     ).

3. **Prepayment Fee.** If Borrower prepays the Loan by refinancing it with another lender, Borrower must pay Lender a prepayment premium equal to two percent (2%) of the prepaid principal if paid in the first (1st) loan year and one percent (1%) of the prepaid principal if paid in the second (2nd) loan year. For purposes of this Note, a loan year shall mean each 12 month period following the date hereof. If prior to the Maturity Date, an Event of Default (as hereinafter defined) exists and Lender elects to declare all principal and interest hereunder immediately due and payable, the tender of payment of the amount of such entire indebtedness hereunder, made at any time prior to sale under foreclosure of the Mortgage or the realization of any other collateral which secures this Note, shall be deemed to constitute an evasion of the foregoing

# UNOFFICIAL COPY

prepayment provisions, and such payment shall therefore, to the extent permitted by law, include liquidated damages in the amount of the prepayment premium set forth in this paragraph, it being acknowledged that Lender's actual damages in the event of such evasion are now and will then be impossible to ascertain. No prepayment shall extend or postpone the due date of any subsequent monthly installment of principal or interest arising hereunder. Borrower hereby expressly agrees to pay the above-described prepayment premium upon the voluntary or involuntary prepayment of the Note, and acknowledges that Lender's agreement to amend the Loan evidenced hereby on the terms contained herein constitute adequate consideration for the prepayment premium.

4. **Additional Collateral.** Concurrent with the execution hereof, Borrower shall cause the execution and delivery to Lender of the following as additional collaterals securing the Note as if they had been originally conveyed as security for the payment of the Note hereinabove described at the time of its execution and delivery and is subject to all, each and every terms and conditions of said Note, as amended.

- (a) Mortgage and Assignment of Rents (collectively called the "Arlington Place Mortgage") in favor of Lender, in such form as Lender shall require, creating valid third mortgage on properties known as 439 and 441 Arlington Place, Chicago, IL 60614 ("Arlington Place Property")
- (b) Assignment of Deposit Account in favor of Lender in such form as Lender shall require covering a \$30,000.00 deposit with Lender. This assignment will be released only upon (i) satisfactory resolution, as determined by Lender in its sole and absolute discretion, of the proceeding pending in the Circuit Court of Cook County, Illinois on a complaint filed September 26, 2008 as Case No. 08M1402928 for building violation, demolition and foreclosure of lien and (ii) recording of release of Lis Pendens Notice recorded October 2, 2008 as Doc. No. 0827626193.

All references in the Note and other the Loan Documents to security or collateral shall hereafter be deemed to include the Arlington Place Property and the \$30,000.00 deposit.

5. **Guarantor.** Alexis Chesrow is hereby added as guarantor to the Loan. Concurrent with the execution hereof, Guarantor shall execute and deliver to Lender in such form as Lender shall require a Commercial Guaranty as if she had originally guaranteed the Note hereinabove described at the time of its execution and delivery. All references in the Note and other Loan Documents to guaranty or guarantor shall hereafter be deemed to include Alexis Chesrow.

6. **Financial Statements.** Borrower shall submit to Lender annually beginning May 31, 2011 and on that day every year thereafter the Personal Financial Statement and Personal Federal Income Tax Return of Borrower.



# UNOFFICIAL COPY

7. **Modification of Documents.** The Mortgage, Assignment, and other Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Note, as hereby modified and amended. Each reference in the Note, Mortgage, Assignment, and other Loan Documents to "maturity" or "Maturity Date" shall hereafter be deemed a reference to April 13, 2013.

8. **Restatement of Representations.** Borrower and Grantor hereby ratify and confirm their respective obligations and liabilities under the Note, Mortgage, Assignment, and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Note, Mortgage, Assignment, and other Loan Documents, as so amended.

9. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Note, Mortgage, Assignment, and other Loan Documents.

11. **Documents Unmodified.** Except as modified hereby, the Note, Mortgage, Assignment, and other Loan Documents shall remain unmodified and in full force and effect.

12. **Fee.** In consideration of Lender's agreement to amend the loan, as aforesaid, Borrower has agreed and shall pay Lender upon execution hereof, a fee in the amount of Fourteen Thousand Seven Hundred and 00/100 Dollar (\$14,700.00) plus all costs incurred by Lender in connection with or arising out of this amendment.

13. **Other Modifications.** Anything contained in the Mortgage to the contrary notwithstanding, the Mortgage and the Arlington Place Mortgage also secures all loans, advances, debts, liabilities, obligations, covenants and duties owing to the Lender by the Borrower and/or any Related Party (as hereinafter defined), whether now existing, or hereafter created or arising, including, without limitation: (i) the Note, (ii) the indebtedness, and (iii) any and all other loans, advances, overdrafts, indebtedness, liabilities and obligations now or hereafter owed by Borrower or any Related Party to Lender, of every kind and nature, howsoever created, arising or evidenced, and howsoever owned, held or acquired, whether now due or to become due, whether direct or indirect, or absolute or contingent, whether several, joint or joint and several, whether liquidated or unliquidated, whether legal or equitable, whether disputed or undisputed, whether secured or unsecured, or whether arising under the Mortgage or any other document or instrument. For purposes of this paragraph, "Related Party" shall mean (i) Grantor, (ii) each beneficiary of Grantor, if Grantor is a land trust, (iii) the maker of the Note, if other than Grantor, and if more than one maker, each co-borrower of the Note other than Grantor, and (iv) each guarantor of the Note.

# UNOFFICIAL COPY

A sale or transfer referred to in the Mortgage shall also mean and include the granting of any mortgage, deed of trust or other encumbrance of any kind on all or any portion of the Real Property, whether or not it is junior to the lien of this Mortgage.

Any forbearance by Lender in exercising any right or remedy under the Note or any of the other loan documents or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of that or any other right or remedy. The acceptance by Lender of any payment after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's right to require prompt payment when due of all other payments or to exercise any right or remedy with respect to any failure to make prompt payment. Enforcement by Lender of any of its rights or remedies under any of the loan documents with respect to Borrower's obligations under the Note shall not constitute an election by Lender of remedies so as to preclude the exercise of any other right or remedy available to Lender.

At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$4,480,000.00.

**Grant of Security Interest.** To secure all obligations of Borrower and Guarantor, Borrower and Guarantor hereby pledges and grants to Lender a lien upon and security interest in (and may, without demand or notice of any kind, when any amount shall be due and payable by the undersigned hereunder, appropriate and apply toward the payment of such amount, in such order of application as Lender may elect) any and all balances, credits, deposits, accounts or monies of or in the name of Borrower or Guarantor now or hereinafter in the possession of Lender and any and all property of every kind or description of or in the name of Borrower or Guarantor now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, Lender or any agent or bailee for Lender. Lender shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois in respect to such property, including, without limitation, the right to sell or otherwise dispose of any or all of such property

This First Amendment shall extend to and be binding upon each Borrower, Grantor, and Guarantor and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

This First Amendment shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

This First Amendment constitutes the entire agreement between the parties with respect to the aforesaid Amendment and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

# UNOFFICIAL COPY

This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

Borrower, Grantor and Guarantor and any other obligor under the Loan, on behalf of themselves and their respective successors and assigns (collectively and individually, the "Mortgagor Parties"), hereby fully, finally and completely release, remise, acquit and forever discharge, and agree to hold harmless Lender and its respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, fiduciaries, attorneys, agents and properties, past, present and future, and their respective heirs, successors and assigns (collectively and individually, the "Mortgagee Parties"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions, and causes of action of any and every nature whatsoever, known or unknown, direct or indirect, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future (collectively, the "claims"), which the Mortgagor Parties have as of the date of this First Amendment or may claim to have against the Mortgagee Parties, including but not limited to, any claims arising out of or with respect to any and all transactions relating to the Loan or the Loan Documents occurring on or before the date of this First Amendment, including but not limited to, any loss, cost or damage of any kind or character arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of the Mortgagee Parties occurring on or before the date of this First Amendment. The foregoing release is intended to be, and is, a full, complete and general release in favor of the Mortgagee Parties with respect to all claims, demands, actions, causes of action and other matters described therein, or any other theory, cause of action, occurrence, matter or thing which might result in liability upon the Mortgagee Parties arising or occurring on or before the date of this First Amendment. The Mortgagor Parties understand and agree that the foregoing general release is in consideration for the agreements of Lender contained herein and that they will receive no further consideration for such release. Furthermore, each of the Mortgagor Parties represents and warrants to Lender that she, he or it: (i) read this agreement, including without limitation, the release set forth in this section (the "Release Provision"), and understands all of the terms and conditions hereof, and (ii) executes this First Amendment voluntarily with full knowledge of the significance of the Release Provision and the releases contained herein and execution hereof. The Mortgagor Parties agree to assume the risk of any and all unknown, unanticipated, or misunderstood claims that are released by this First Amendment.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH BORROWER, EACH GRANTOR, AND EACH GUARANTOR (EACH AN "OBLIGOR") HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS FIRST AMENDMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN



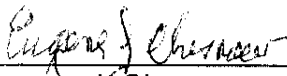
# UNOFFICIAL COPY

CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS FIRST AMENDMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS FIRST AMENDMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED FIRST AMENDMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

**IN WITNESS WHEREOF**, this First Amendment was executed by the undersigned as of the date and year first set forth above.

**BORROWER:**

  
\_\_\_\_\_  
Eugene J. Chesrow

**GUARANTOR:**

\_\_\_\_\_  
Alexis Chesrow

Deputy Cook County Clerk's Office

# UNOFFICIAL COPY

**GRANTOR:**

Chicago Title Land Trust Company, not personally but as successor Trustee to LaSalle National Bank, successor trustee to Exchange National Bank, under Trust Agreement dated February 24, 1981 and known as Trust No. 10-38107-09

By: \_\_\_\_\_, Trust Officer

A handwritten signature in black ink, appearing to read "Debra", is written over the signature line for the grantor.

**LENDER:**

First Eagle Bank

By: Faruk Daudbasic, Asst. Vice President

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS FIRST AMENDMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS FIRST AMENDMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED FIRST AMENDMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

**IN WITNESS WHEREOF**, this First Amendment was executed by the undersigned as of the date and year first set forth above.

**BORROWER:**

\_\_\_\_\_  
Eugene J. Chesrow

**GUARANTOR:**

  
\_\_\_\_\_  
Alexis Chesrow

PROBATION COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

**GRANTOR:**

Chicago Title Land Trust Company, not personally but as successor Trustee to LaSalle National Bank, successor trustee to Exchange National Bank, under Trust Agreement dated February 24, 1981 and known as Trust No. 10-38107-09

By: \_\_\_\_\_, Trust Officer

**LENDER:**

First Eagle Bank

By: Faruk Daudbasic, Asst. Vice President

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**GRANTOR:**

Chicago Title Land Trust Company, not personally but as successor Trustee to LaSalle National Bank, successor trustee to Exchange National Bank, under Trust Agreement dated February 24, 1981 and known as Trust No. 10-38107-09

6/28/2011  
By: Patricia L. Alvarez Trust Officer  
**Patricia L. Alvarez**



**LENDER:**

First Eagle Bank

By: Jay Fahn, Sr. Vice President  
**Jay Fahn, Sr.**

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are not undertaken by it solely in its capacity as Trustee are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

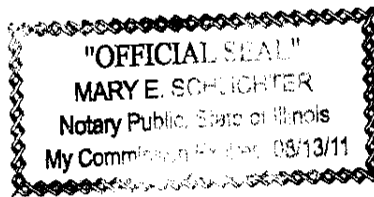
## BORROWER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.  
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Eugene Chesrow, 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 said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 17<sup>th</sup> day of JUNE, 2011.

Mary E. Schlichter  
Notary Public



## GUARANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.  
COUNTY OF )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Alexis Chesrow, 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 said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and Official Seal this \_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

# UNOFFICIAL COPY

## GRANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, Trust Officer of Chicago Title Land Trust Company and Trust, and known to me to be the authorized officer or agent of the trust that executed the forgoing instrument and acknowledged the forgoing instrument 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/she is authorized to execute the forgoing instrument and in fact executed the forgoing instrument on behalf of the trust.

\_\_\_\_\_  
Notary Public

## LENDER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.  
COUNTY OF )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Faruk Daudbasic, Asst. Vice President of FIRST EAGLE BANK, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and deed as well as that of the bank he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

# UNOFFICIAL COPY

## BORROWER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Eugene Chesrow, 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 said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and Official Seal this \_\_\_\_ day of \_\_\_\_\_, 2011.

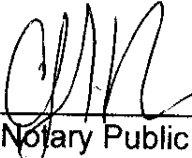
\_\_\_\_\_  
Notary Public

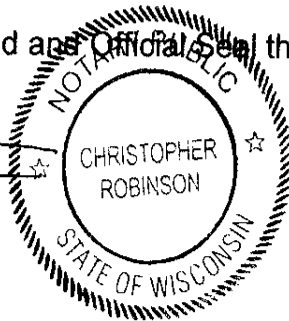
## GUARANTOR'S ACKNOWLEDGMENT

<sup>Wisconsin</sup>  
STATE OF ~~ILLINOIS~~ ) SS.  
COUNTY OF ~~\_\_\_\_\_~~ <sup>Milwaukee</sup>

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Alexis Chesrow, 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 said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 22 day of June, 2011.

  
\_\_\_\_\_  
Notary Public





# UNOFFICIAL COPY

## GRANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, Trust Officer of Chicago Title Land Trust Company and Trust, and known to me to be the authorized officer or agent of the trust that executed the forgoing instrument and acknowledged the forgoing instrument 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/she is authorized to execute the forgoing instrument and in fact executed the forgoing instrument on behalf of the trust.

\_\_\_\_\_  
Notary Public

## LENDER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.  
COUNTY OF )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Faruk Daudbasic, Asst. Vice President of FIRST EAGLE BANK, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and deed as well as that of the bank he represents, for the uses and purposes therein set forth.

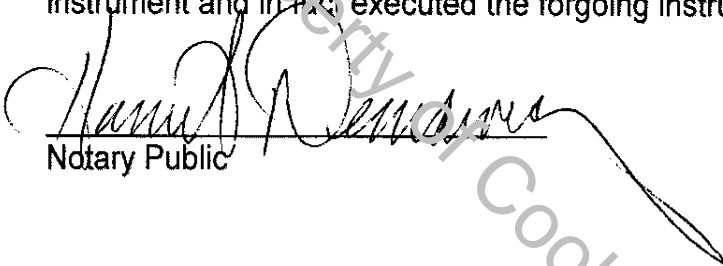
Given under my hand and Official Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

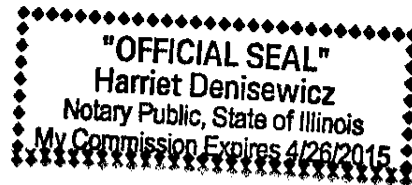
\_\_\_\_\_  
Notary Public

**UNOFFICIAL COPY****GRANTOR'S ACKNOWLEDGMENT**

STATE OF ILLINOIS) SS.  
 COUNTY OF Cook )

On this 28th day of June, 2011, before me, the undersigned Notary Public, personally appeared Patricia L. Alvarez, Trust Officer of Chicago Title Land Trust Company and Trust, and known to me to be the authorized officer or agent of the trust that executed the forgoing instrument and acknowledged the forgoing instrument 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/she is authorized to execute the forgoing instrument and in fact executed the forgoing instrument on behalf of the trust.

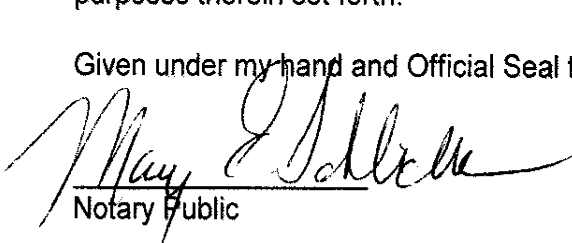
  
 Notary Public

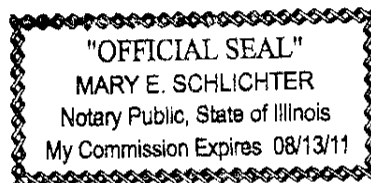
**LENDER'S ACKNOWLEDGMENT**

STATE OF ILLINOIS) SS.  
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jay Fahn, Sr. Vice President of FIRST EAGLE BANK, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and deed as well as that of the bank he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 24th day of JUNE, 2011.

  
 Notary Public





# UNOFFICIAL COPY

## EXHIBIT "A"

THAT PART OF LOT 1 IN ASSESSOR'S DIVISION OF LOTS 1 TO 8 IN BLOCK 17 IN NEWBERRY'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF WEST SUPERIOR STREET WITH THE WEST LINE OF NORTH WELLS STREET; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 39.52 FEET TO A POINT 0.59 FEET NORTH OF THE SOUTHEAST CORNER THEREFOR; THENCE WEST ALONG A LINE PARALLEL WITH AND 0.59 FEET DISTANT FROM THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 86.14 FEET TO A POINT 24.21 FEET EAST OF THE WEST LINE OF SAID LOT 1; THENCE NORTH ALONG A LINE MAKING AN ANGLE OF 90 DEGREES 07 MINUTES 21 SECONDS MEASURED COUNTER - CLOCKWISE EAST TO NORTH FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 39.52 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 DISTANT 24.23 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE SAID NORTH LINE OF LOT 1, BEING ALSO THE AFORESAID SOUTH LINE OF WEST SUPERIOR STREET, A DISTANCE OF 86.12 FEET TO THE POINT OF BEGINNING.

Address: 720 N. WELLS, CHICAGO, IL 60610

P.I.N.: 17-09-209-027-0000

Cook County Clerk's Office