

# UNOFFICIAL COPY



Doc#: 1129129047 Fee: \$60.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/18/2011 02:36 PM Pg: 1 of 13

Prepared by and after  
recording return to:  
The Northern Trust Company  
50 South LaSalle  
Chicago, Illinois 60603  
Attention: John A. Piliponis,  
Senior Attorney  
IL Attorney No. 3124801, Phone  
312-444-3969

The above space for recorder's use only.

## THIRD AMENDMENT TO NOTES, MORTGAGE, AND COLLATERAL ASSIGNMENT

This THIRD AMENDMENT TO NOTES, MORTGAGE, AND COLLATERAL  
ASSIGNMENT (this "Agreement") is made as of June 27, 2011, among:

THE NORTHERN TRUST COMPANY, aka NORTHERN TRUST BANK, an  
Illinois banking corporation (the "Bank" or "Mortgage"); and

CHICAGO TITLE & TRUST COMPANY n/k/a CHICAGO TITLE LAND  
TRUST COMPANY, not personally but solely as Trustee under that certain Trust  
Agreement dated December 19, 1986 and known as Trust Number 1089390 ("Land  
Trust" or "Mortgagor"); and

FRANK G. SIEPKER, DONNA FAUCHER AND MICHAEL FAUCHER, AS  
Co-Trustees of Edward Faucher Trust B U/D/T dated August 4, 1980 ("Trust B"); and

MICHAEL E. FAUCHER AND MARIELLEN FAUCHER-MOUNTIN, as  
Successor Co-Trustees of the Declaration of Trust of Mary F. Faucher dated November  
12, 1997 (the "Mary Faucher Trust"; together with Trust B, sometimes referred to  
individually and collectively as "Assignor(s)"); and

MARY F. FAUCHER, individually (Mary Faucher individually, the Mary  
Faucher Trust, Trust B, and the Land Trust, individually and collectively, "Borrower(s)")

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Borrowers and Assignors are sometimes individually and collectively referred to as the "Borrower Party(ies)."

## RECITALS:

A. Bank has previously made two loans (the "Loan(s)") to the respective Borrowers evidenced by:

Mortgage Note ("Note A") dated December 28, 2006 in the face amount of \$413,977.22 executed by the Land Trust and the Mary Faucher Trust in favor of Lender, as previously amended by the Amendment to Notes, Mortgage and Collateral Assignment dated December 28, 2009, recorded April 4, 2011 by the Cook County Recorder of Deeds as document 1109444050, and by the Second Amendment to Notes, Mortgage and Collateral Assignment dated December 27, 2010, recorded April 4, 2011 by the Cook County Recorder of Deeds as document 1109444051 (such [first] Amendment and such Second Amendment, the "Prior Amendment(s)")

Mortgage Note ("Note B") dated December 28, 2006 in the face amount of \$94,915.81 executed by the Land Trust and Trust B in favor of Lender, as previously amended by the Prior Amendments

As amended, Note A and Note B (individually and collectively, the "Note(s)") each have a stated "Maturity Date" (as defined therein) of June 27, 2011.

B. Repayment of both Loans is secured by the following, as amended by the Prior Amendments:

Mortgagor's Mortgage, Assignment of Rents and Security Agreement dated December 28, 2006 filed for record in the Office of the Recorder of Deeds of Cook County, Illinois on March 26, 2007 as Document No. 0708526106 (the "Mortgage")

Assignors' Assignment of Beneficial Interest as Collateral Security dated December 28, 2006 (the "Collateral Assignment")

C. The real estate subject to the Mortgage is commonly known in whole or part as 223-225 West Ontario Street, Chicago, Illinois, and is legally described in EXHIBIT A attached hereto and made a part hereof.

D. Borrower Parties have requested that Lender modify the Notes, the Mortgage and the Collateral Assignment to change the interest rate and payments amounts and extend the scheduled maturity date on the Notes, and to confirm that the collateral for the Notes

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will continue to secure the Notes as amended, as more fully provided below, and Lender is willing to do so, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Notes, the Mortgage and the Collateral Assignment are hereby amended as follows:

(a) Section 2.01(a) of each Note is amended to read as follows:

“a. The interest rate per year accruing on the balance due under this Note at any time before maturity or default shall be at a floating rate equal to the “Prime-Based Rate”, which term shall mean the greater of (i) five and one-quarter percent (5.25%) or (ii) the Prime Rate plus two percent (2.00%), computed on the basis set forth in the Note. For purposes hereof, “Prime Rate” means the rate announced from time to time by Lender called its prime rate, which at any time may not be the lowest rate charged by Lender. Changes in the rate of interest resulting from a change in the Prime Rate shall take effect on the date set forth in each announcement of a change in the Prime Rate. Notwithstanding the foregoing or any other provision hereof or of any related document, in no event shall the interest rate under this Note exceed the maximum interest rate allowed under applicable law.”

(b) Sections 2.03 and 2.04 of Note A are amended in their entirety to read as follows:

“ 2.03 Monthly Payment. Borrower shall make four (4) consecutive monthly payments to the Bank of accrued interest, commencing on June 27, 2011, and on the 27<sup>th</sup> day of each consecutive month thereafter through September 27, 2011. Borrower shall make seven (7) consecutive monthly payments to the Bank, each in the amount of accrued interest plus an additional \$4,786.00 to be applied to principal, commencing on October 27, 2011, and on the 27<sup>th</sup> day of each consecutive month thereafter through May 27, 2012, until the Maturity Date.

“ 2.04 Maturity Date. Any and all remaining outstanding principal and accrued interest on this Note, together with all other charges, fees and expenses incurred by Bank, and all amounts required or allowed pursuant to this Note and

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the Loan Documents shall, if not otherwise declared due, be due and payable on a date certain which is June 27, 2012 (the 'Maturity Date'). "

(c) Sections 2.03 and 2.04 of Note B are amended in their entirety to read as follows:

" 2.03 Monthly Payment. Borrower shall make four (4) consecutive monthly payments to the Bank of accrued interest, commencing on June 27, 2011, and on the 27<sup>th</sup> day of each consecutive month thereafter through September 27, 2011. Borrower shall make seven (7) consecutive monthly payments to the Bank, each in the amount of accrued interest plus an additional \$1,097.00 to be applied to principal, commencing on October 27, 2011, and on the 27<sup>th</sup> day of each consecutive month thereafter through May 27, 2012, until the Maturity Date.

" 2.04 Maturity Date. Any and all remaining outstanding principal and accrued interest on this Note, together with all other charges, fees and expenses incurred by Bank, and all amounts required or allowed pursuant to this Note and the Loan Documents shall, if not otherwise declared due, be due and payable on a date certain which is June 27, 2012 (the 'Maturity Date'). "

(d) The Mortgage and the Collateral Assignment are each amended such that all references to "Notes" include without limitation the Notes as hereby amended and extended, and as and if further extended, renewed, modified, refinanced or substituted for. The parties confirm that the Mortgage and Collateral Assignment continue to secure the payment and performance of: (i) the Notes as hereby amended and extended, with interest thereon, and as and if further extended, renewed, modified, refinanced or substituted for; and (ii) any other sums and obligations stated in the Mortgage or Collateral Assignment to be secured thereby.

2. Borrower Parties also agree to pay promptly to Bank a renewal fee of \$1,400 as to Note A and \$500 as to Note B upon the execution and delivery of this Agreement. Borrower Parties also agree to pay promptly the fees and expenses (including without limitation any recording fees) incurred by Bank in connection with this Agreement.

3. Except as expressly hereby modified, all of the terms, covenants and conditions of the Notes, the Mortgage, the Collateral Assignment, and all other documents evidencing, securing or guaranteeing the Loan remain unchanged and are hereby ratified and confirmed.

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4. Wherever in the Notes, the Mortgage, the Collateral Assignment, or any other document evidencing, securing or guaranteeing the Loans, reference is made to the Notes, the Mortgage, or the Collateral Assignment, respectively; such reference shall from and after the date hereof be deemed a reference to such documents as hereby modified.
5. This Agreement shall extend to and be binding upon the parties hereto and their heirs, personal representatives, executors, successors and assigns, except that Borrowers may not assign any rights, duties or obligations hereunder without the express prior written consent of Bank. Wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the others, unless the context requires otherwise. Any captions and headings herein are for convenience only and are not to be used to interpret or define the provisions hereof. This Agreement shall be governed by the internal laws of the State of Illinois. This Agreement may be executed in two or more counterparts, and by each party on separate counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.
6. The effectiveness of this Agreement is conditioned at Bank's option upon each Borrower Party executing and delivering a copy of this Agreement to Bank so as to be received by Bank on or before the close of business on September 30, 2011.
7. Bank at its option may record this Agreement in the real estate records of the County where the premises covered by the Mortgage are located.
8. Any disclaimer of personal liability by Chicago Title Land Trust Company attached hereto is incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CHICAGO TITLE & TRUST COMPANY n/k/a CHICAGO TITLE LAND TRUST COMPANY, not personally but solely as Trustee under that certain Trust Agreement dated December 19, 1986 and known as Trust Number 1089398

By

*[Handwritten Signature]*

KAREN MICHEL

Print Name

Its

*[Handwritten Signature]*  
ASST VP



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 the undersigned land trustee, 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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MARY F. FAUCHER, individually

By Michael E. Faucher, attorney-in-fact

Frank G. Siepker Co-Trustee

FRANK G. SIEPKER, as Co-Trustee of Edward Faucher Trust B U/D/T dated August 4, 1980

DONNA FAUCHER, as Co-Trustee of Edward Faucher Trust B U/D/T dated August 4, 1980

MICHAEL E. FAUCHER, as Co-Trustee of Trust B U/D/T dated August 4, 1980, and as Successor Co-Trustee of the Declaration of Trust of Mary F. Faucher dated November 12, 1997

MARIELLEN FAUCHER-MOUNTIN, as Successor Co-Trustee of the Declaration of Trust of Mary F. Faucher dated November 12, 1997

THE NORTHERN TRUST COMPANY,  
an Illinois banking corporation

By: 

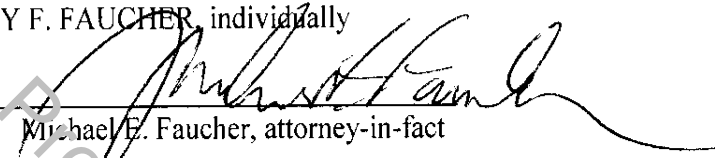
Print Name Michael A. Foster

Its Vice President

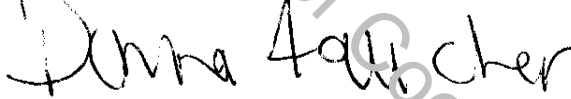
# UNOFFICIAL COPY

MARY F. FAUCHER, individually

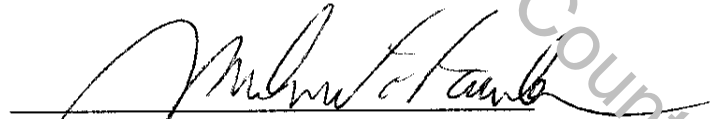
By


  
Michael E. Faucher, attorney-in-fact

FRANK G. SIEPKER, as Co-Trustee of Edward Faucher Trust B U/D/T dated August 4, 1980



DONNA FAUCHER, as Co-Trustee of Edward Faucher Trust B U/D/T dated August 4, 1980

  
MICHAEL E. FAUCHER, as Co-Trustee of Trust B U/D/T dated August 4, 1980, and as Successor Co-Trustee of the Declaration of Trust of Mary F. Faucher dated November 12, 1997



MARIELLEN FAUCHER-MOUNTIN, as Successor Co-Trustee of the Declaration of Trust of Mary F. Faucher dated November 12, 1997

THE NORTHERN TRUST COMPANY,  
an Illinois banking corporation

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Its \_\_\_\_\_

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STATE OF ILLINOIS    )  
  ) SS.  
COUNTY OF COOK    )

The foregoing instrument was acknowledged, subscribed and sworn to before me this 10<sup>th</sup> day of OCT, 2011 by MAREN MICHEC, ASST VP [TITLE] on behalf of CHICAGO TITLE LAND TRUST COMPANY, not personally but solely as Trustee as aforesaid, for the uses and purposes therein set forth.



Lidia Marinca  
NOTARY PUBLIC

(Seal)

STATE OF ILLINOIS    )  
  ) SS.  
COUNTY OF COOK    )

The foregoing instrument was acknowledged, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by Michael E. Faucher, as attorney-in-fact for and on behalf of MARY FAUCHER, individually, for the uses and purposes therein set forth.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

STATE OF ILLINOIS    )  
  ) SS.  
COUNTY OF COOK    )

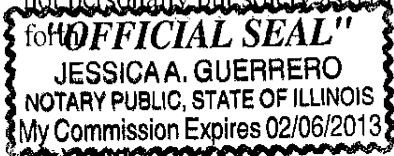
The foregoing instrument was acknowledged, subscribed and sworn to before me this 6<sup>th</sup> day of OCTOBER, 2011 by FRANK G. SIEPKER,

Cook County Clerk's Office



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not personally but solely as Trustee as aforesaid, for the uses and purposes therein set



*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

The foregoing instrument was acknowledged, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by DONNA FAUCHER, not personally but solely as Co-Trustee as aforesaid, for the uses and purposes therein set forth.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by MICHAEL E. FAUCHER, not personally but solely as Co-Trustee of two Trusts as aforesaid, for the uses and purposes therein set forth.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

STATE OF ILLINOIS        )  
  ) SS.

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_ [TITLE] on behalf of CHICAGO TITLE LAND TRUST COMPANY, not personally but solely as Trustee as aforesaid, for the uses and purposes therein set forth.

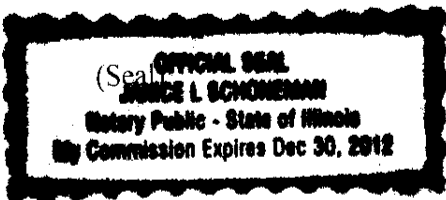
\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged, subscribed and sworn to before me this 7th day of October, 2011 by Michael E. Faucher, as attorney-in-fact for and on behalf of MARY FAUCHER, individually, for the uses and purposes therein set forth.

  
NOTARY PUBLIC



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

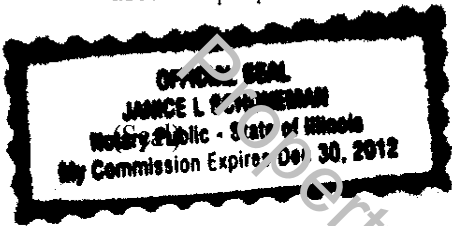
The foregoing instrument was acknowledged, subscribed and sworn to before me this 9th day of October, 2011 by FRANK G. SIEPKER,



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COUNTY OF COOK )

The foregoing instrument was acknowledged, subscribed and sworn to before me  
this 9/7/11 day of (September), 2011 by MARIELLEN  
FAUCHER-MOUNTIN, not personally but solely as Co-Trustee as aforesaid, for the  
uses and purposes therein set forth.



Jance L. Zimmerman  
NOTARY PUBLIC

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

The foregoing instrument was acknowledged, subscribed and sworn to before me  
this 11 day of October, 2011 by  
Michael Foster, Vice President [TITLE] of THE NORTHERN  
TRUST COMPANY, an Illinois banking corporation, on behalf of the corporation, for  
the uses and purposes therein set forth.

Cynthia A. Conrad  
NOTARY PUBLIC



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## EXHIBIT "A"

### LEGAL DESCRIPTION

Lots 11 to 17, both inclusive in Block 14 in Newberry's Addition, a subdivision in the East 1/2 of 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.

All or part commonly known as: 223-225 West Ontario, Chicago, Cook Co., Illinois

Permanent Index Numbers: 17-09-230-001  
17-09-230-002  
17-09-230-003  
17-09-230-004  
17-09-230-005

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