

# UNOFFICIAL COPY



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RECORDATION REQUESTED BY:  
COLE TAYLOR BANK  
COMMERCIAL BANKING  
GROUP  
225 WEST WASHINGTON  
CHICAGO, IL 60606

Doc#: 1134239031 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/08/2011 11:46 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:  
Cole Taylor Bank  
Loan Services  
P.O. Box 88452 - Dept A  
Chicago, IL 60680-8452

SEND TAX NOTICES TO:  
Chicago Title Land Trust  
Company, Successor Trustee  
to LaSalle Bank National  
Association Trust Number  
1217  
2940 Commerce Street  
Franklin Park, IL 60131

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
COLE TAYLOR BANK  
COLE TAYLOR BANK  
P.O. BOX 88452 - DEPT. A  
CHICAGO, IL 60680

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 15, 2011, is made and executed between Chicago Title Land Trust Company as Successor Trustee to LaSalle Bank National Association, not personally but as Trustee on behalf of Chicago Title Land Trust Company, Successor Trustee to LaSalle Bank National Association Trust Number 1217 (referred to below as "Grantor") and COLE TAYLOR BANK, whose address is 225 WEST WASHINGTON, CHICAGO, IL 60606 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 15, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

(i) that certain Mortgage dated as of September 15, 2008 (the "Mortgage") executed by Chicago Title Land Trust Company as Successor Trustee to LaSalle Bank National Association Trust Number 1217 ("Grantor") for the benefit of Cole Taylor Bank ("Lender"), recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") as document no. 0830449063, and (ii) that certain Assignment of Rents dated as of September 15, 2008 (the "Assignment") executed by Grantor for the benefit of Lender, recorded in the Recorder's Office as document no. 0830449064.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

UNITS 101, 103, 105, 106, 201, 202, 204, 307, 308, 401, 402, 403, 404, 405, 408, 501, 502, 505, 508, 601, 602, 603, 605, 701, 702, 703, 705, 706, 707, 708, 805, 806, 808 AND LOCKER UNITS LU 3, LU 4, LU 6, LU10, LU 17, LU 18, LU 19, LU 20, LU 22, LU 23, LU 25, LU 26, LU 29, LU 30, LU 31, LU 36, LU 37, LU 39 LU, 40, LU 44, LU 45, LU 46, LU 47, LU 48, LU 49, LU 50, LU 51, LU 54, LU 56, LU

COOK COUNTY RECORDER OF DEEDS  
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## MODIFICATION OF MORTGAGE (Continued)

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57, LU 59, LU 60 AND GARAGE UNITS 1, 5, 9, 15, 16, 18, 23, 24 AND 25, IN THE GRAND TOWERS PLAZA CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY: PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN FRANKLIN PARK, COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM MADE BY AFFILIATED BANK/FRANKLIN PARK, SUCCESSOR BY MERGER WITH FIRST STATE BANK & TRUST CO. OF FRANKLIN PARK AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 19, 1987 AND KNOWN AS TRUST NO. 1217 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON DECEMBER 30, 1987 AS DOCUMENT NUMBER 87680416, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL, EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY, AS AMENDED FROM TIME TO TIME

The Real Property or its address is commonly known as 10515 Grand Avenue, Franklin Park, IL 60131. The Real Property tax identification number is 12-29-205-041-1001 - UNIT 101 & 12-29-205-041-1003 - UNIT 103 & 12-29-205-041-1108 - UNIT 105 & 12-29-205-041-1109 - UNIT 106 & 12-29-205-041-1004 - UNIT 201 & 12-29-205-041-1005 - UNIT 202 & 12-29-205-041-1007 - UNIT 204 & 12-29-205-041-1118 - UNIT 307 & 12-29-205-041-1119 - UNIT 308 & 12-29-205-041-1012 - UNIT 401 & 12-29-205-041-1013 - UNIT 402 & 12-29-205-041-1014 - UNIT 403 & 12-29-205-041-1015 - UNIT 404 & 12-29-205-041-1120 - UNIT 405 & 12-29-205-041-1123 - UNIT 408 & 12-29-205-041-1016 - UNIT 501 & 12-29-205-041-1017 - UNIT 502 & 12-29-205-041-1124 - UNIT 505 & 12-29-205-041-1127 - UNIT 508 & 12-29-205-041-1020 - UNIT 601 & 12-29-205-041-1021 - UNIT 602 & 12-29-205-041-1022 - UNIT 603 & 12-29-205-041-1128 - UNIT 605 & 12-29-205-041-1024 - UNIT 701 & 12-29-205-041-1025 - UNIT 702 & 12-29-205-041-1026 - UNIT 703 & 12-29-205-041-1132 - UNIT 705 & 12-29-205-041-1133 - UNIT 706 & 12-29-205-041-1134 - UNIT 707 & 12-29-205-041-1135 - UNIT 708 & 12-29-205-041-1136 - UNIT 805 & 12-29-205-041-1137 - UNIT 806 & 12-29-205-041-1138 - UNIT 808 & 12-29-205-041-1050 - LOCKER UNIT 3 & 12-29-205-041-1051 - LOCKER UNIT 4 & 12-29-205-041-1053 - LOCKER UNIT 5 & 12-29-205-041-1057 - LOCKER UNIT 10 & 12-29-205-041-1064 - LOCKER UNIT 17 & 12-29-205-041-1065 - LOCKER UNIT 18 & 12-29-205-041-1066 - LOCKER UNIT 19 & 12-29-205-041-1067 - LOCKER UNIT 20 & 12-29-205-041-1069 - LOCKER UNIT 22 & 12-29-205-041-1070 - LOCKER UNIT 23 & 12-29-205-041-1072 - LOCKER UNIT 25 & 12-29-205-041-1073 - LOCKER UNIT 26 & 12-29-205-041-1076 - LOCKER UNIT 29 & 12-29-205-041-1077 - LOCKER UNIT 30 & 12-29-205-041-1078 - LOCKER UNIT 31 & 12-29-205-041-1083 - LOCKER UNIT 36 & 12-29-205-041-1084 - LOCKER UNIT 37 & 12-29-205-041-1086 - LOCKER UNIT 39 & 12-29-205-041-1087 - LOCKER UNIT 40 & 12-29-205-041-1091 - LOCKER UNIT 44 & 12-29-205-041-1092 - LOCKER UNIT 45 & 12-29-205-041-1093 - LOCKER UNIT 46 & 12-29-205-041-1094 - LOCKER UNIT 47 & 12-29-205-041-1095 - LOCKER UNIT 48 & 12-29-205-041-1096 - LOCKER UNIT 49 & 12-29-205-041-1097 - LOCKER UNIT 50 & 12-29-205-041-1098 - LOCKER UNIT 51 & 12-29-205-041-1101 - LOCKER UNIT 54 & 12-29-205-041-1103 - LOCKER UNIT 56 & 12-29-205-041-1104 - LOCKER UNIT 57 & 12-29-205-041-1106 - LOCKER UNIT 59 & 12-29-205-041-1107 - LOCKER UNIT 60 & 12-29-205-041-1030 - GARAGE UNIT 1 & 12-29-205-041-1034 - GARAGE UNIT 5 & 12-29-205-041-1038 - GARAGE UNIT 9 & 12-29-205-041-1044 - GARAGE UNIT 15 & 12-29-205-041-1045 - GARAGE UNIT 16 & 12-29-205-041-1047 - GARAGE UNIT 18 & 12-29-205-041-1143 - GARAGE UNIT 23 & 12-29-205-041-1144 - GARAGE UNIT 24 & 12-29-205-041-1145 - GARAGE UNIT 25.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

(i) Cross Collateralization Provision is added to the Mortgage as follows: In Addition to the Note all obligations, debts and liabilities, plus interest thereon, of 333-CRE LLC under that certain Promissory Note dated September 15, 2011 in the original principal amount of \$2,300,000.00 executed by Chicago Title Land Trust Company Trust #5810 and 333-CRE LLC ("CRE") payable to the order of Lender, as such Promissory Note may be amended, supplemented, modified or replaced from time to time (the "CRE Note") as well as all claims by Lender against CRE, whether now existing or thereunder arising, whether related or unrelated to the purpose of the Note or the CRE Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether CRE may be liable individually or jointly with others, whether obligated as guarantor, surety,

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(Continued)**

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accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. In the event that Lender in its sole discretion enters into an amendment, supplement, modification or replacement of the Note such that the maximum principal amount thereunder is reduced to \$1,000,000.00 or less, Lender agrees to modify this Mortgage to delete this cross-collateralization provision in its entirety effective from and after the date such modification of this Mortgage is executed and delivered by Lender. and

(ii) the Legal Description is modified to include Units 306 pin number 12-29-205-041-1117 and 506 pin number 12-29-205-041-1125.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 15, 2011.**

**GRANTOR:**

**CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO  
LASALLE BANK NATIONAL ASSOCIATION TRUST NUMBER 1217**

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 05-19-1987 and known as Chicago Title Land Trust Company, Successor Trustee to LaSalle Bank National Association Trust Number 1217.

By: Margaret O'Donnell  
**ASST. VICE PRESIDENT**

Authorized Signer of Chicago Title Land Trust Company

**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 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.**

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## MODIFICATION OF MORTGAGE (Continued)

LENDER:

COLE TAYLOR BANK

X [Signature]  
Authorized Signer

### TRUST ACKNOWLEDGMENT

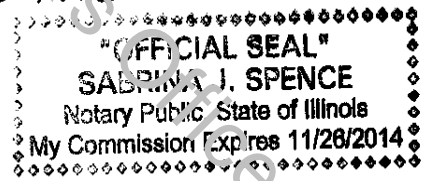
STATE OF Ill )  
 ) SS  
COUNTY OF Cook )

On this 26<sup>th</sup> day of October, 2011 before me, the undersigned Notary Public, personally appeared Margaret O'Connell ASST. VICE PRESIDENT, Authorized Signer of Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, Successor Trustee to LaSalle Bank National Association Trust Number 1217, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification 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 or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature] Residing at 1100 Lake St, Ste 165  
Oak Park, IL 60301

Notary Public in and for the State of Ill

My commission expires \_\_\_\_\_



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 27TH day of OCTOBER, 2011 before me, the undersigned Notary Public, personally appeared JIM SWABOWSKI and known to me to be the VP, authorized agent for COLE TAYLOR BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of COLE TAYLOR BANK, duly authorized by COLE TAYLOR BANK through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of COLE TAYLOR BANK.

By Lizabeth Oriole Residing at 9958 W. HIGGINS RD.

Notary Public in and for the State of ILLINOIS

My commission expires 08-22-13

