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Doc#: 1206017000 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/29/2012 08:17 AM Pg: 1 of 9

This document prepared by
and after recording return to:

PNC Bank, National Association
Attn: P5-PCLC-01-I
2730 Liberty Avenue
Pittsburgh, PA 15222

Real Estate Documents Modification Agreement



152412302

THIS REAL ESTATE DOCUMENT'S MODIFICATION AGREEMENT (this "Agreement") is made as of November 23, 2011, by FIRST MERIT BANK, N.A., not personally but as SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST COMPANY, UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 27TH DAY OF MAY, 2003 AND KNOWN AS LAND TRUST NUMBER 03-1-8143 (the "Mortgagor"), with an address at 1606 N. Harlem Avenue, Elmwood Park, 60707 and PNC BANK, NATIONAL ASSOCIATION, successor to MidAmerica Bank (the "Bank" or "Mortgagee") with an address at One North Franklin, Suite 3600, Chicago IL 60606.

BACKGROUND

A. The Bank (or a predecessor which is now known by the Bank's name as set forth above) is the owner and holder of a certain promissory note dated May 1, 2007, in the original principal amount of TWO HUNDRED TWENTY THREE THOUSAND EIGHT HUNDRED SIXTY TWO AND 00/100 DOLLARS (\$223,862.00) (the "Note"), executed and delivered by DAVID P. LACHAJEWSKI to the Bank to evidence indebtedness to the Bank for a certain loan (the "Loan").

B. David P. Lachajewski and the Mortgagor (individually and collectively, the "Borrower") have executed and delivered to the Bank an amended and restated note dated of even date herewith (the "Restated Note"), pursuant to which the Note was amended and completely restated to evidence the Loan.

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C. The Note is secured, inter alia, by that certain Mortgage dated May 13, 2002, executed and delivered by the Mortgagor's predecessor as Trustee of said trust (then known as Midwest Bank and Trust Company) to the Bank's predecessor (then known as MidAmerica Bank), which was recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois (the "**Recorder's Office**") on May 23, 2002, as document number 0020587357, as modified from time to time (most recently by instrument recorded as Document No. 0713446037, Cook County Records) (the "**Mortgage**"), constituting a first priority lien on, and granting a security interest on and in, a parcel of land and the buildings and other improvements thereon, commonly known as 9848 South Roberts Road, Palos Hills, Cook County, Illinois (the "**Premises**"), as more particularly described on attached Exhibit A, which is made a part of this Agreement (the Mortgage is hereinafter called the "**Real Estate Documents**"). The Note, as amended and restated by the Restated Note, the Real Estate Documents, as amended by this Agreement, and all other security agreements, pledge agreements, collateral assignments, and other agreements, instruments, certificates and documents executed and delivered in connection with the Loan, some or all of which are more fully described on attached Exhibit B, which is made a part of this Agreement, are as amended from time to time, collectively the "**Loan Documents**".

D. As a condition to the Bank's acceptance of the Restated Note, the Bank has required and the Mortgagor has agreed to amend the Real Estate Documents to provide that the Real Estate Documents shall also secure payment of the Loan, as evidenced by the Restated Note and performance of all of the Borrower's and the Mortgagor's obligations under the Loan Documents, as modified by this Agreement (collectively, the "**Obligations**" or "**indebtedness**").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Real Estate Documents are amended as set forth in Exhibit B. Any and all references to any Real Estate Document(s) in any other Loan Document shall be deemed to refer to the Real Estate Documents as amended by this Agreement. This Agreement is deemed incorporated into the Real Estate Documents. Any initially capitalized terms used in this Agreement without definition shall have the meanings assigned to those terms in the Loan Documents. To the extent that any term or provision of this Agreement is or may be inconsistent with any term or provision in the Real Estate Documents, the terms and provisions of this Agreement shall control.

2. The Mortgagor hereby agrees that the Real Estate Documents, as modified by this Agreement, and the Premises shall secure, in addition to the performance of all of the Borrower's and the Mortgagor's existing Obligations, payment of the Obligations evidenced by the Restated Note and the Loan Documents, as modified by this Agreement, with interest as provided therein and all other sums due thereunder.

3. The Mortgagor hereby certifies that: (a) all of his, her or its representations and warranties in the Real Estate Documents are, except as may otherwise be stated in this Agreement: (i) true and correct as of the date of this Agreement, (ii) ratified and confirmed without condition as if made anew, and (iii) incorporated into this Agreement by reference, (b) no Event of Default or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, exists under the Real Estate Documents which will not be cured by the execution and effectiveness of this Agreement, (c) no consent, approval, order or authorization of, or registration or filing with, any third party is required in connection with the execution, delivery and carrying out of this Agreement or, if required, has been obtained, and (d)

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this Agreement has been duly authorized, executed and delivered so that it constitutes the legal, valid and binding obligation of the Mortgagor, enforceable in accordance with its terms.

4. The Mortgagor hereby confirms that the Real Estate Documents, as modified by this Agreement, and the Premises shall continue as collateral for the Loan unimpaired and in full force and effect, and shall cover and secure all of the Borrower's and the Mortgagor's existing and future Obligations, as modified by the Amendment.

5. This Agreement may be signed in any number of counterpart copies and by the parties to this Agreement on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

6. This Agreement will be binding upon and inure to the benefit of the Mortgagor and the Bank and their respective heirs, executors, administrators, successors and assigns.

7. This Agreement has been delivered to and accepted by the Bank and will be deemed to be made in the State where the Bank's office indicated in the Loan Documents is located. This Agreement will be interpreted and the rights and liabilities of the Mortgagor and the Bank determined in accordance with the laws of the State where the Bank's office indicated in the Loan Documents is located, except that the laws of the State where the Premises is located (if different from the State where such office of the Bank is located) shall govern the creation and foreclosure of the liens created under the Real Estate Documents, as amended hereby, on the Premises or any interest therein.

8. Except as amended hereby, the terms and provisions of the Real Estate Documents remain unchanged, are and shall remain in full force and effect unless and until modified or amended in writing in accordance with their terms, and are hereby ratified and confirmed. Except as expressly provided herein, this Agreement shall not constitute an amendment, waiver, consent or release with respect to any provision of any Loan Document, a waiver of any default or Event of Default under any Loan Document, or a waiver or release of any of the Bank's rights and remedies (all of which are hereby reserved). **The Mortgagor expressly ratifies and confirms the confession of judgment (if applicable) and waiver of jury trial provisions contained in the Loan Documents.**

9. This Agreement is executed by **FIRST MERIT BANK, N.A.** (the "Trustee"), not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by the Trustee solely in its capacity as trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the Property and has no agents, employees or control over the management of the Property and no knowledge of other factual matters except as represented to the Trustee by the Beneficiary. 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 the Mortgage, as modified by this Agreement, all such liability

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being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder; and the owner of any of the indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the estate of trust formed by the Trust Agreement or the Property conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided or by action to enforce the personal liability of any guarantor.

WITNESS the due execution of this Agreement as a document under seal as of the date first written above.

**FIRST MERIT BANK, N.A.,
SUCCESSOR TRUSTEE TO MIDWEST
BANK AND TRUST COMPANY,
UNDER THE PROVISIONS OF A
TRUST AGREEMENT DATED THE
27TH DAY OF MAY, 2003 AND
KNOWN AS LAND TRUST NO. 03-1-
8143**

By: Rosanne M. DuPass

Its: Rosanne M. DuPass
Ass't. Vice President & Trust Officer

PNC BANK, NATIONAL ASSOCIATION

By: Chuck Riker (SEAL)

Chuck Riker
Vice President

17b-il

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ACKNOWLEDGMENTS

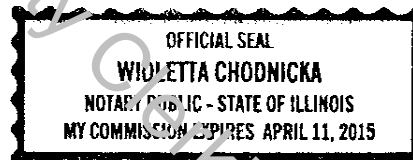
STATE OF Illinois)
COUNTY OF Cook) SS:

On this, the 1st day of December, 2011, before me, a Notary Public, the undersigned officer, personally appeared Roseanne M. DePa, who acknowledged himself/herself to be the QPR Trust Officer of FIRST MERIT BANK, N.A., a[n] Illinois corporation, successor trustee of the above referenced Trust, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation's successor trustee of said Trust.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: April 11, 2015

Wioletta Chodnicka
Notary Public WIOLETTA CHODNICKA



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EXHIBIT A

Parcel #23-11-208-017-0000

The following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 1 in Charles Beele's Gladys Highlands Subdivision, being a Subdivision in the Southeast quarter (1/4) of the Northeast quarter (1/4) of Section 11, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to any restrictions, easements and/or adverbs that pertain to this property.

Common Address: 9848 South Roberts Road
Palos Hills, IL 60465

Property of Cook County Clerk's Office

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EXHIBIT B

REAL ESTATE DOCUMENTS MODIFICATION AGREEMENT

1. From and after the date of this Agreement, all references in the Real Estate Documents to the Note and the indebtedness evidenced thereby shall mean and refer to the Restated Note, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Restated Note.

2. The following paragraphs are hereby inserted into the Mortgage:

"Indebtedness Secured by Mortgage. In addition indebtedness evidenced by the Note, the indebtedness secured by the Mortgage shall also include (a) all other loans, advances, debts, liabilities, obligations, covenants and duties owing by the Mortgagor, the Borrower, or any one or more of them, to the Bank or to any other direct or indirect subsidiary of The PNC Financial Services Group, Inc., of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Obligors, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (i) evidenced by any note, guaranty or other instrument, (ii) arising under any agreement, instrument or document, (iii) for the payment of money, (iv) arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee, (v) under any interest or currency swap, future, option or other interest rate protection or similar agreement, (vi) under or by reason of any foreign currency transaction, forward, option or other similar transaction providing for the purchase of one currency in exchange for the sale of another currency, or in any other manner, or (vii) arising out of overdrafts or deposit or other accounts or out of electronic funds transfers (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of the Bank to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of the Bank's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements; and any amendments, extensions, renewals and increases of or to any of the foregoing, and all costs and expenses of the Bank incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses, and (b) any sums advanced by the Mortgagee or which may otherwise become due pursuant to the provisions of the Note or this Mortgage or pursuant to any other document or instrument at any time delivered to the Mortgagee to evidence or secure any of said indebtedness (collectively, the "Related Documents").

UNOFFICIAL COPY**Order ID: 680476**

LEGAL DESCRIPTION

Parcel #23-11-208-017-0000

The following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 1 in Charles Beele's Gladys Highlands Subdivision, being a Subdivision in the Southeast quarter (1/4) of the Northeast quarter (1/4) of Section 11, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to any restrictions, easements and/or adverse that pertain to this property.

Property of Cook County Clerk's Office

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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 23-11-208-017-0000

Address:

Street: 9848 SOUTH ROBERTS ROAD

Street line 2:

City: PALOS HILLS

State: IL

ZIP Code: 60465

Lender: PNC BANK, NATIONAL ASSOCIATION

Borrower: DAVID P LACHAJEWSKI

Loan / Mortgage Amount: \$223,862.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

S yes
P yes
S N
M N
SC yes
E yes
INT low

Certificate number: DD62CC62-D1BD-4CEE-92A6-222BC8231394

Execution date: 02/22/2012