

# UNOFFICIAL COPY

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

WHEN RECORDED MAIL TO:

Cole Taylor Bank  
Loan Services  
P.O. Box 18152 - Dept A  
Chicago, IL 60680-8452



Doc#: 1300944115 Fee: \$46.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/09/2013 03:58 PM Pg: 1 of 5

SEND TAX NOTICES TO:

A & A Partnership, a General  
Partnership  
5944 North Milwaukee  
Avenue  
Chicago, IL 60646

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, 2012, is made and executed between A & A Partnership, a General Partnership (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, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE DATED SEPTEMBER 15, 2005 AND RECORDED WITH THE COOK COUNTY RECORDER'S DEEDS OFFICE SEPTEMBER 28, 2005 AS DOCUMENT NO. 0527133134 AND ASSIGNMENT OF RENTS DATED SEPTEMBER 15, 2005 AND RECORDED WITH THE COOK COUNTY RECORDER'S DEEDS OFFICE SEPTEMBER 28, 2005 AS DOCUMENT NO. 0527133135.

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

LOT 1 IN JOSEPH WOPATA SUBDIVISION OF LOT 11 WITH LOTS 8 TO 21 INCLUSIVE IN HOPPE'S SUBDIVISION OF LOT 12 IN COUNTY CLERK'S DIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5944 N. MILWAUKEE AVENUE, CHICAGO, IL 60646-5424. The Real Property tax identification number is 13-05-304-030-0000.

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

The word "Note" means the promissory note dated September 15, 2012, in the original principal amount of \$272,417.48 from Grantor to Lender, together with all renewals of, extensions of, modifications of,

Handwritten notes and signatures on the right side of the page, including a large '5' and several checkmarks.

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(Continued)**

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refinancing of, consolidations of, and substitutions for such promissory notes or agreements. The interest rate is 6.250% per annum and the maturity date is December 15, 2015. The promissory note is a restatement, replacement and substitute for, but not a repayment.

In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, 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. Such secured obligations, include, without limitation, (i) that certain Promissory Note dated September 15, 2012 in the original principal amount of \$402,459.59 executed by Arthur D. Olivera and Adam F. Herdman, as General Partners of A & A Partnership, a general partnership payable to the order of Lender with an interest rate equal to 6.25% Fixed Rate, determined and calculated as set forth in such Promissory Note, and maturity date of December 15, 2015, and (ii) that certain Promissory Note dated September 15, 2012 in the original principal amount of \$272,417.48 executed by Arthur D. Olivera and Adam F. Herdman, as General Partners of A & A Partnership, a general partnership payable to the order of Lender with an interest rate equal to 6.250% Fixed Rate, determined and calculated as set forth in such Promissory Note, and maturity date of December 15, 2015, in each case, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such Promissory Notes.

**CROSS DEFAULT.** In addition to the Events of Default set forth elsewhere herein, an Event of Default shall occur hereunder if a default or event of default shall occur under any agreement between the Lender and A & A Partnership, a General Partnership, without limitation, that certain Promissory Note dated September 15, 2012 in the original principal amount of \$272,417.48 executed by A & A Partnership, a General Partnership to Lender, as any such agreement may be amended, restated, supplemented, modified or replaced from time to time.

Grantor and Lender agree that the foregoing modifications modify the Assignment and the Mortgage.

**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.

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## MODIFICATION OF MORTGAGE (Continued)

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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, 2012.

GRANTOR:

A & A PARTNERSHIP, A GENERAL PARTNERSHIP

By:   
Arthur D. Olivera, General Partner of A & A Partnership, a  
General Partnership

By:   
Adam F. Herdman, General Partner of A & A Partnership, a  
General Partnership

LENDER:

COLE TAYLOR BANK

x   
Authorized Signer



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## MODIFICATION OF MORTGAGE (Continued)

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### PARTNERSHIP ACKNOWLEDGMENT

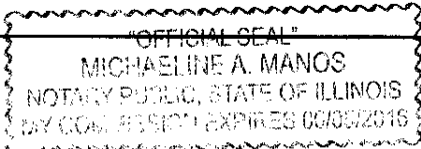
STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF COOK )

On this 21<sup>ST</sup> day of DECEMBER, 2012 before me, the undersigned Notary Public, personally appeared **Arthur D. Olivera, General Partner of A & A Partnership, a General Partnership and Adam F. Herdman, General Partner of A & A Partnership, a General Partnership**, and known to me to be partners or designated agents of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

By Michaeline A. Manos Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

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



County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

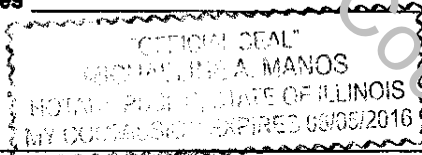
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 21<sup>st</sup> day of DECEMBER, 2012 before me, the undersigned Notary Public, personally appeared DELONDA BELANGER and known to me to be the V.P., 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 Michaeline A. Manos Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

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



PROFESSIONAL CLERK'S OFFICE