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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

Stephen M. Alderman
Garfield & Merel, Ltd.
2 Prudential Plaza
180 N. Stetson Ave.
Suite 1300
Chicago, IL 60601



Doc#: 1302545070 Fee: \$50.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/25/2013 03:21 PM Pg: 1 of 7

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MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS (this "**Agreement**") is made and entered into as of December 31, 2012 and effective as of December 5, 2012, by and between FIRSTMERIT BANK, N. A., NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 85 - 10 - 4833 DATED OCTOBER 3, 1985 (referred to herein as the "**Mortgagor**"), and FIRSTMERIT BANK, N.A., (successor in interest to Midwest Bank and Trust Company) ("**Lender**")

RECITALS:

WHEREAS, Lender is the holder of Note 1, Note 2, Note 3 and Note 4 as defined in the Mortgage referred to below and also of the Indebtedness as referred to in the Mortgage and the Assignment of Rents, referred to below, which are secured by, among other things, the following "**Loan Documents**" executed by Mortgagor: (i) that certain Mortgage, dated December 5, 2003 from Mortgagor to Lender recorded with the Recorder of Deeds of Cook County, Illinois (the "**Recorder's Office**") as Document No. 0406542042 as amended by Modification of Mortgage dated December 5, 2008 recorded with the Recorder's Office as Document No. 0906217060 as further amended by Modification of Mortgage dated September 2, 2009 recorded with the Recorder's Office as Document No. 0929626028 ("**Mortgage**"), and (ii) that certain Assignment of Rents, dated December 5, 2003 from Mortgagor to Lender recorded with the Recorder's Office as Document No. 0406542043 ("**Assignment of Rents**") which Mortgage and Assignment of Rents encumber the real property and all improvements thereon legally described on Exhibit A hereto ("**Property**")

WHEREAS, as of the date hereof each of Note 1, Note 2, Note 3 and Note 4 has been amended pursuant to an Extension and Modification of Note (individually and collectively the "**Note Extension**") to, among other things, extend the maturity thereof.

WHEREAS, Lender and Mortgagor desire to modify the terms of the loan documents to reflect the revised terms of the loan.

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AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth herein above (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the terms of Note 1, Note 2, Note 3 and Note 4 (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Maturity Date.** The maturity date of Note 1, Note 2, Note 3 and Note 4 is extended to December 5, 2013. Any reference in the Loan Documents to the maturity date of any of Note 1, Note 2, Note 3 and Note 4 shall mean December 5, 2013. All references to any of Note 1, Note 2, Note 3 or Note 4 in the Loan Documents shall mean each such Note as modified and amended from time to time including by the Note Extension. All terms defined in the Loan Documents and not otherwise defined herein shall have the same definitions when used herein as in such documents.

2. **Interest Rate.** The interest rate under each of Note 1, Note 2, Note 3 and Note 4 prior to an Event of Default is 7% per annum.

3. **Representations and Warranties.** Mortgagor hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default under the Loan Documents and Mortgagor does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Mortgagor enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Mortgagor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Mortgagor has no claims, counterclaims, defenses, or set-offs, with respect to the Loan Documents as modified herein. Mortgagor hereby waives, discharges and forever releases Lender and its employees, officers, directors, attorneys, stockholders, successors and assigns (the "Released Parties") from and of any and all claims, causes of action, allegations or assertions that Mortgagor has, had, or may have had at any time up through and including the date of this Agreement against any or all of the Released Parties relating to the Loan Documents or Lender's actions or omissions in connection with the Loan, regardless of when any of such claims, causes or action, allegations or assertions arose.

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(f) Mortgagor is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Mortgagor. This Agreement has been duly executed and delivered on behalf of Mortgagor.

4. **Expenses.** As a condition precedent to the agreements contained herein, Mortgagor shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

5. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Mortgagor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Mortgagor and Lender have contributed substantially and materially to the preparation of this Agreement, and Mortgagor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Mortgagor nor shall privity of contract be presumed to have been established with any third party.

(d) Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators; successors and assigns.

(f) The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and

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neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Mortgagor's obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

BORROWER:

FIRSTMERIT BANK, N. A., NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 85 - 10 - 4833 DATED OCTOBER 3, 1985

By: Rosanne M. DuPass
Name: Rosanne M. DuPass
Its: Asst. Vice President & Trust Officer

**SEE EXCULPATORY RIDER
ATTACHED TO AND
MADE PART HEREOF.**

LENDER:

FIRSTMERIT BANK, N. A.,

By: Carl J. Swenson
Name: Carl J. Swenson
Title: SVP

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EXCULPATORY RIDER

ATTACHED TO A MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS BETWEEN TRUSTEE AND FIRSTMERIT BANK, N.A.

FirstMerit Bank, N.A., as successor trustee to Midwest Bank and Trust Company, as Trustee, executes this **Modification of Mortgage and Assignment of Rents**, not personally but solely as Trustee, under **Trust Agreement Number 85-10-4833**, as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon written direction of the beneficiaries and/or holders of the power of direction of said Trust. **FirstMerit Bank, N.A., successor trustee to Midwest Bank and Trust Company, as trustee**, warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representation, warranties covenants, undertakings and agreements herein; made on the part of the trustee while in form purporting to be the said representation, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding **FirstMerit Bank, N.A., as successor trustee to Midwest Bank and Trust Company, as trustee**, in its individual capacity, but are made and intended solely for the purpose of binding only the Trust property specifically described herein. No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against **First Merit Bank, N.A., as successor trustee to Midwest Bank and Trust Company, as trustee**, on account of any representations, warranties, covenants, undertakings and agreements contained in the instrument (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and releases, and any liability hereunder being specifically limited to the Trust Assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

FirstMerit Bank, N.A. as successor trustee to Midwest Bank and Trust Company, as trustee, executes this document as Trustee, as aforesaid, has, to the best of its knowledge, no independent knowledge and had not conducted and will not conduct any investigation as to any environmental issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications, or warranties made, granted, extended, or asserted whether expressly made or implied by any document to which this exculpation and Trustee's signature are attached, regardless of whether said issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnification, or warranties are contained herein, or formed a part of the consideration or inducement for the execution of this document to or for the party for whose benefit this instrument is executed.

FirstMerit Bank, N.A., as successor trustee to Midwest Bank and Trust Company, as trustee, aforesaid, makes no statements, representations or warranties whatsoever regarding environmental matters or regarding mortgage clause entitled "HAZARDOUS SUBSTANCES". Refer to the exculpatory clause above.

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Loanne M. Wilson the AVP & TO of FirstMerit Bank, N.A. 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of January, 2017.3

Notary Public [Signature]
My Commission Expires: 8/11/2015

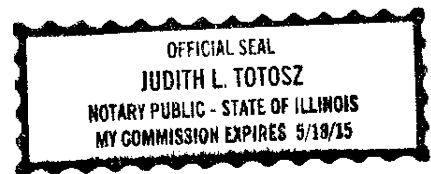


STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, JUDITH L. TOTOSZ, a Notary Public in and for the County and State aforesaid, do hereby certify that LORE L SWELSON the SVP of FirstMerit Bank, N.A. 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11TH day of JANUARY, 2012.

Notary Public [Signature]
My Commission Expires: 5/18/15



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EXHIBIT A
THE PROPERTY

LOT FOUR AND FIVE IN BLOCK 36 IN RIDGELAND A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7, IN THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

Address: 464 N. Austin Blvd., Oak Park, IL 60302

Tax identification number 16 - 08- 123 - 029 - 0000

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