UNOFFICIAL COPY

Subject Property:

7010-7012 S. Clyde, Unit #1N, 2N, 3N,

1S, 2S, 3S, Chicago, IL. 60649.

PINS: 20-24-422-025-1001

20-24-422-025-1002

20-24-422-025-1003

20-24-422-025-1004

20-24-422-025-1005

20-24-422-025-1006



Doc#: 1310244076 Fee: \$46.00

RHSP Fee:\$10.00 Affidavit Fee:

Karen A.Yarbrough

Cook County Recorder of Deeds

Date: 04/12/2013 03:16 PM Pg: 1 of 5

Prepared By and Mail To: Scott E. Jensen Murray, Jensen & Wilson, Ltd. 101 N. Wacker Dr., Suite 101

Chicago, IL 60606

MEMORANDUM OF SECOND LOAN MODIFICATION AGREEMENT

THE PrivateBank and Trust Company, successor in interest to Founders Bank (the "Lender"), George P. Vlasis, II and Fauricia Vlasis (the "Borrower") and Chicago Title Land Trust Company, Successor Trustee to Founders Bank, not personally but as Trustee U/T/A dated November 4, 2003 A/K/A. Trust #6360, whose address is 171 N. Clark St., Chicago, IL. 60601 (the "Mortgagor"), hereby acknowledge and agree as follows:

In accordance with and subject to the terms and conditions of a certain "Loan Second Modification Agreement" dated March 25, 2013, between the Borrower and the Lender and effective as of December 15, 2012, hereby incorporated herein by reference: (a) the loan secured by and identified in the following described Mortgage and Assignment of Rents (the "Loan") have been modified such that, among other things: (i) extend the Maturity Date to June 15, 2013; and (b) the Mortgage and Assignment of Rents, together with the installment note or notes evidencing and the other accuments securing the Loan (each as originally executed in favor of Founders Bank and presently owned and held by the Lender), as heretofore amended and modified from time to time, are hereby accordingly amended.

The Mortgage was recorded with the Cook County Recorder of Deeds on June 13, 2006 as Document No. 0616440159; the Assignment of Rents was recorded with the Cook County Recorder of Deeds on June 13, 2006 as Document No. 0616440160, and said Mortgage; the real estate pertaining thereto is legally described in attached Exhibit A.

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UNOFFICIAL COPY

The Memorandum may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Private Bank and Trust Company, successor in interest to Founders Bank

Name 1: Engy Mark Fools Title: An regin Dech George P. Wasis, II

Patricia Vlasis

CHICAGO TELE I AND TRUST COMPANY, SUCCESSOR TRUSTEE TO FOUNDERS BANK, not personally but as Trustee under that certain trust agreement dated 11/04/2003 and known as Trust No. 6360

By: SEE ATTACHED RIDER FOR EXECUTION AND ATTESTATION BY TRUSTEE

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UNOFFICIAL COPY

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO THE PRIVATEBANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED 11/04/2003, AND KNOWN AS TRUST NUMBER 6360, WHICH IS ATTACHED TO AND MADE A PART OF THAT SECOND LOAN MODIFICATION AGREEMENT WITH THE PRIVATEBANK AND TRUST COMPANY, DATED MARCH 25, 2013

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 personal, but are made and intended for the purpose of binding only that portion of the trust property specifically desembed 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 CHICAGO TITLE LAND FRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, cover and 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.

Date: March 28, 2013

CHICAGO TITLE LAND TRUST COMPANY

as Trustee as aforesaid and not personally

By:

Trust Officer

State of Illinois County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do here by certify that the above named Linda Lee Lutz, Trust Officer of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Trust Officer caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this March 28, 2013.

Notary Public

OFFICIAL SEAL
PCHIA J MORRIS
STATE OF ILLINOIS
MI COMMISSION EXPIRES:03/09/15

POLICY NO.: 2000 000588267 OC

SCHEDULE A (CONTINUED)

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

UNIT 7010-1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMMON ELEMENTS IN THE 7010-7012 SOUTH CLYDE CONDOMINIUM AS DELINIATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 00599122, AS AMENDED, IN THE SOUTHBAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P-1 AND STORAGE SPACE NO. S-1 LIMITED COMMON ELEMENTS, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

UNIT 7012-1 TOGETHER WIT: ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 7010-7012 SOUTH CLYDE CONDOMINIUM AS DELINIATED AND DEFINED IN THE DECLARATION RECORDED AS FOCUMENT NUMBER 00599122, AS AMENDED, IN THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P-2 AND STORAGE SPACE NO. S-2, LIMITED COMMON ELEMENTS AT SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

UNIT 7010-2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMPMON ELEMENTS IN THE 7010-7012 SOUTH CLYDE CONDOMINIUM AS DE INIATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 00599122, AS AMENDED, IN THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P-3 AND STORAGE SPACE NO. S-3, LIMITED COMMON ELEMENTS, AS SET FORTH AND DEFINED IN NAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COURTS ILLINOIS.

PARCEL 4:

UNIT 7012-2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 7010-7012 SOUTH CLYDE CONDOMINIUM AS DELINIATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 00599122, AS AMENDED, IN THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P-4 AND STORAGE SPACE NO. S-4, LIMITED COMMON ELEMENTS, AS SET FORTH AND DEFINED IN SAID

(SEE ATTACHED)

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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POLICY NO.: 2000 000588267 OC

SCHEDULE A (CONTINUED)

DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

UNIT 7010-3 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN TEH COMMMON ELEMENTS IN THE 7010-7012 SOUTH CLYDE CONDOMINIUM AS DELINIATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 00599122, AS AMENDED, IN THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

EXCLUSIVE U/S FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P-5 AND STORAGE SPACE NO. S-5, LIMITED COMMON ELEMENTS, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

UNIT 7012-3 TOGETHER 'AI'S ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 7010-7012 SOUTH C.VDE CONDOMINIUM AS DELINIATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 00599122, AS AMENDED, IN THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, PAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCLUSIVE USE FOR PARKING PURPOSES IT AND TO PARKING SPACE NO. P-6 AND STORAGE SPACE NO. 8-6, LIMITED COMMON ELEMENTS, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETY, IN COOK COUNTY, ILLINOIS.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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