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1313047045

INSTRUMENT PREPARED BY:

Lance Johnson
Martin & Karcazes, Ltd.
161 N. Clark Street, Suite 550
Chicago, Illinois 60601

11901308

MAIL TO:

Metrobank
c/o Metropolitan Bank Group
2701 Algonquin Rd
Rolling Meadows, IL 60008

Doc#: 1313047045 Fee: \$46.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/10/2013 12:15 PM Pg: 1 of 5

CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO

MODIFICATION OF MORTGAGE AGREEMENT

THIS MODIFICATION OF MORTGAGE AGREEMENT ("**Agreement**") is effective as of January 25, 2013, by and between NORTH STAR TRUST COMPANY, as successor Trustee to Lakeside Bank under Trust Agreement dated January 23, 2002 and also known as Trust No. 10-2326, ("**Mortgagor**") and METROBANK ("**Lender**"), an Illinois banking corporation, successor by merger with Community Bank of DuPage ("**CBoD**").

RECITALS:

This Agreement is based upon the following recitals:

- A. For full value received, RAYMOND E. HAWKINS and TORNELIA M. HAWKINS (collectively, "**Borrower**") signed and delivered to CBoD a Promissory Note dated October 13, 2008, in the original principal amount of \$3,100,000.00 (as renewed and/or modified, the "**Note**").
- B. Mortgagor secured the Note by granting to Lender a certain first Mortgage ("**Mortgage**") dated October 13, 2008 and recorded with the Recorder of Deeds of Cook County, Illinois, as document number 0829022037, upon the real estate commonly known as 10315-59, 10314-24, & 10340-56 S. Halsted St., Chicago, Illinois and legally described as follows ("**Mortgaged Premises**"): SEE ATTACHED EXHIBIT A.
- C. The Note has been modified by a Change In Terms Agreement ("**Change In Terms Agreement**") of even date herewith, signed and delivered to Lender by Borrower, whereby, among other things, Lender will make an additional advance of \$118,147.00 ("**Additional Advance**") to Borrower under the Note.
- D. Borrower, Mortgagor and Lender have agreed to modify the Mortgage to secure the Additional Advance and the Note as modified by the Change In Terms Agreement.
- E. Mortgagor represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, except for a junior mortgage made to CBoD that secures a promissory note in the original principal amount of \$300,000.00, and that the lien of the Mortgage, as herein modified, is a valid, subsisting first lien against the Mortgaged Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and the fulfillment of the foregoing Recitals, the parties hereto mutually agree as follows:

THIS INSTRUMENT FILED FOR RECORD
BY GIT AS AN ACCOMODATION ONLY.
IT HAS NOT BEEN EXAMINED AS TO ITS
EXECUTION OR AS TO THE EFFECT UPC
TITLE.

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1. The Mortgage is hereby modified to secure the Additional Advance and the Note as modified by the Change In Terms Agreement.

2. The Additional Advance secured by the Mortgage as stated in this Agreement is in addition to the maximum amount of any aggregate obligation originally defined in the Mortgage.

3. Except as otherwise provided in this Agreement, all other terms and conditions of the Mortgage and all other documents executed in connection therewith shall remain in full force and effect.

Continuing Validity. Nothing herein contained shall in any manner whatsoever impair the Mortgage and other loan documents as identified above, or the lien created thereby or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Lender under any of the above mentioned documents.

Release of Lender. As consideration for Lender's additional advance to Borrower and execution of the Change In Terms Agreement, Mortgagor hereby releases Lender and its affiliates, shareholders, partners, predecessors, employees, officers, directors, attorneys, parent corporations, subsidiaries and agents ("**Lender Parties**"), from any and all known and unknown claims and causes of action which Mortgagor may have against any of the Lender Parties existing as of the date of this Agreement ("**Effective Date**"), arising from or related to, the Note or any other loan document, agreement, or understanding, or action or inaction with regard to the Note and Loan Agreement, purported or acknowledged, with respect thereto (collectively, "**Loan Documents**"). Mortgagor agrees and acknowledges that the matters released are not limited to matters which are known or disclosed.

Mortgagor further acknowledges that this release, among other things, applies to claims arising out of or with respect to any and all transactions relating to the Note, the Loan Documents, or any of them, based on any occurrence prior to the date hereof, including, without limitation, any breach of fiduciary duty or duty of fair dealing, breach of confidence, breach of loan commitment, undue influence, duress, economic coercion, conflict of interest, negligence, bad faith, malpractice, violation of the Racketeer Influenced and Corrupt Organizations Act, violation of any other statute, ordinance or regulation, intentional or negligent infliction of mental or emotional distress, tortious interference with contractual relations or prospective business advantage, tortious interference with corporate governance, breach of contract, bad practices, unfair competition, libel, slander, consumer fraud, conspiracy or any claim for wrongfully accelerating the Note or attempting to accelerate on any collateral for the Loan.

In connection with this release, Mortgagor acknowledges that Mortgagor is aware that Mortgagor may hereafter discover facts in addition to or different from those which Mortgagor now knows or believes to be true with respect to the released matter, but that it is the intention of Mortgagor to hereby fully, finally and forever settle and release all released matters, disputes and differences, known or unknown, suspected or unsuspected, which now exist, may exist or heretofore have existed by Mortgagor against any of the parties released herein. In furtherance of that intention, the release provided herein shall be and remain in effect as a full and complete release notwithstanding the discovery of the existence of any such additional or different facts.

Reliance. Mortgagor hereby acknowledges that Mortgagor has not relied upon any representation of any kind made by Lender in making the foregoing release.

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Assignment of Claims. Mortgagor represents and warrants to Lender that Mortgagor has not heretofore assigned or transferred, or purported to assign or to transfer, to any person or entity any matter released by such party hereunder or any portion thereof or interest therein, and Mortgagor agrees to indemnify, protect, defend and hold the parties set forth hereinabove harmless from and against any and all claims based on or arising out of any such assignment or transfer or purported assignment or transfer by such party.

No Admission of Liability. It is hereby further understood and agreed that the acceptance of delivery of this release by the parties released hereby shall not be deemed or construed as an admission of liability of any nature whatsoever arising from or related to the subject of the within release.

Acknowledgement and Waiver. In executing this Agreement, Mortgagor acknowledges and agrees that Mortgagor has no defenses to payment and performance of its obligations under the Loan Documents and forever waives any contention to the contrary.

Counterparts. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

Mortgagor authorizes Lender to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

This Agreement is executed by Mortgagor in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument); and no personal liability shall exist or be asserted or enforceable against Mortgagor generally or in any capacity other than as Trustee as aforesaid, because or in respect of this Agreement, and its liability as such Trustee shall be limited to and enforceable only out of the property described in this Agreement, by enforcement of the lien hereof, and no duty shall rest upon said bank to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

IN WITNESS WHEREOF, this Agreement has been signed by the parties in the manner and form sufficiently to bind them, as of the date first written above. **PRIOR TO SIGNING THIS AGREEMENT, MORTGAGOR READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. MORTGAGOR AGREES TO THE TERMS OF THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT.**

LENDER:

METROBANK

By: _____

Its: _____

[Handwritten Signature]
EVP

MORTGAGOR:

**CHICAGO TRUST COMPANY
AS SUCCESSOR TRUSTEE TO**

NORTH STAR TRUST COMPANY, as
successor Trustee to Lakeside Bank under
Trust Agreement dated January 23, 2002
and also known as Trust No. 10-2326

By: _____

Its: _____

[Handwritten Signature]
ASST. VICE PRESIDENT

Attestation not required

Attest: _____

Its: _____

pursuant to corporate bylaws.



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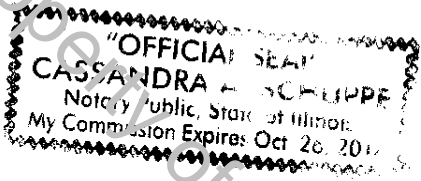
LENDER'S ACKNOWLEDGEMENT

State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that JOSEPH HRAUGH, known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as the Executive V.P. of METROBANK, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Dated: MARCH 19, 2013

Cassandra Schuppe
Notary Public



TRUSTEE'S ACKNOWLEDGEMENT

State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that MARGARET O'DONNELL, known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as ASST. VICE PRESIDENT and _____ of NORTH STAR TRUST COMPANY, as successor Trustee to Lakeside Bank under Trust Agreement dated January 23, 2002 and also known as Trust No. 10-2326, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Dated: 3/20, 2013

[Signature]
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: LOTS 26 AND 27 IN BLOCK 1 IN FERNWOOD MANOR, BEING WILLIAM A. BOND AND COMPANY'S SUBDIVISION THE EAST 9 ACRES OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17; ALSO THAT PART OF THE WEST 1/2 OF THE EAST 18 ACRES OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17 LYING EAST OF THE WEST LINE OF SOUTH PEORIA STREET, PRODUCED ALL IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 28, 29, 30, 31, 32 AND 33 (EXCEPT THOSE PARTS OF SAID LOTS 28, 29, 30, 31, 32 AND 33 LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN) IN BLOCK 1 IN FERNWOOD MANOR, BEING WILLIAM A. BOND AND COMPANY'S SUBDIVISION THE EAST 9 ACRES OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17; ALSO THAT PART OF THE WEST 1/2 OF THE EAST 18 ACRES OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17 LYING EAST OF THE WEST LINE OF SOUTH PEORIA STREET, PRODUCED ALL IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 39, 40, 41, 42, 43, (EXCEPT THAT PART THEREOF LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN) IN BLOCK 1 IN "FERNWOOD MANOR," BEING WILLIAM A. BOND AND CO'S SUBDIVISION OF THE EAST 9 ACRES OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, ALSO THAT PART OF THE WEST 1/2 OF THE EAST 18 ACRES OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17 LYING EAST OF THE WEST LINE OF SOUTH PEORIA STREET, PRODUCED ALL IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOTS 29 TO 46 INCLUSIVE, (EXCEPT THAT PART TAKEN FOR STREET) IN BLOCK 2 IN WHITESIDE'S SUBDIVISION OF THE WEST 1/2 OF LOTS 4 AND 5 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 25-16-100-059-0000
25-17-207-046-0000
25-17-207-047-0000

COMMON ADDRESS: 10315-59, 10314-24, AND 10340-56 S. HALSTED ST., CHICAGO, ILLINOIS.