



# UNOFFICIAL COPY

2009 in the principal amount of One Hundred Sixty Five Thousand and 00/100 Dollars (\$165,000.00) executed and delivered by the Mortgagor to Mortgagee as modified and extended by that certain Note Modification and Extension Agreement of even date herewith made by Mortgagor to the Mortgagee (the "Term Note III"); (d) in a principal amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00) (the "Revolving Loan") as evidenced by that certain Third Amended and Restated Revolving Line of Credit Note dated effective as of February 5, 2011 in the principal amount of One Million and 00/100 Dollars (\$1,000,000.00) executed and delivered by the Mortgagor to Mortgagee which amended and restated an Amended and Restated Revolving Line of Credit Note dated effective as of August 5, 2010 in the principal amount of One Million and 00/100 Dollars (\$1,000,000.00) executed and delivered by the Mortgagor to Mortgagee which amended and restated a Revolving Line of Credit Note dated July 31, 2009 in the principal amount of One Million and 00/100 Dollars (\$1,000,000.00) executed and delivered by the Mortgagor to Mortgagee, as modified and extended by that certain Modification of Loan Documents dated November 5, 2010 made by Mortgagor, Borrower and others to Mortgagee, that certain Second Modification of Loan Documents dated March 28, 2011 made by Borrower, Mortgagor and others to Mortgagee, that certain Loan Modification and Extension Agreement dated as of November 5, 2011 between Mortgagor and the Mortgagee, that certain Second Loan Modification and Extension Agreement dated as of November 5, 2012 between Mortgagor and the Mortgagee and that certain Note Modification and Extension Agreement of even date herewith (the "Note Modification Agreement") between Mortgagor and the Mortgagee (the "Revolving Note"); (e) in a principal amount not to exceed Eighteen Thousand Four Hundred Forty Thousand and 00/100 Dollars (\$18,440.00) (the "Auto Loan I") as evidenced by that certain Promissory Note dated February 23, 2012 in the principal amount of Eighteen Thousand Four Hundred Forty Thousand and 00/100 Dollars (\$18,440.00) executed and delivered by the Mortgagor to Mortgagee (the "Auto Note I"); and (f) in a principal amount not to exceed Forty Six Thousand One Hundred Nineteen Thousand and 30/100 Dollars (\$46,119.30) (the "Auto Loan II") as evidenced by that certain Promissory Note dated February 26, 2013 in the principal amount of Forty Six Thousand One Hundred Nineteen Thousand and 30/100 Dollars (\$46,119.30) executed and delivered by the Mortgagor to Mortgagee (the "Auto Note II"). The Term Loan I, Term Loan II, Term Loan III, Revolving Loan, Auto Loan I and Auto Loan II are hereinafter collectively referred to as the "Loans". The Term Note I, Term Note II, Term Note III, Revolving Note, Auto Note I and Auto Note II are hereinafter collectively referred to as the "Notes". The Note Modification and Extension Agreements described in each of sub-paragraphs (a), (b) and (c) of this Paragraph and the Note Modification Agreement described in sub-paragraph (d) of this Paragraph are hereinafter collectively referred to as the "Note Modification Agreements";

WHEREAS, each of the Term Loan I, Term Loan II, Term Loan III and Revolving Loan is further evidenced and secured by that certain Mortgage and Security Agreement and UCC Fixture Filing ("Mortgage") and Assignment of Leases and Rents ("Assignment of Rents") each dated July 31, 2009 made by Mortgagor to Mortgagee and each recorded with the Cook County Recorder on August 19, 2009 as Document Nos. 0923105064 and 0923105065, respectively, each as modified by that certain that certain Cross-Collateralization and Cross-Default

# UNOFFICIAL COPY

Agreement dated July 31, 2009 made by Borrower, Mortgagor and others to Mortgagee and recorded on September 9, 2010 with the Cook County Recorder of Deeds as Document No. 1025239017, that certain Modification of Loan Documents dated November 5, 2010 made by Mortgagor, Borrower and others to Mortgagee and recorded on March 21, 2011 with the Cook County Recorder of Deeds as Document No. 1108011058 and that certain Second Modification of Loan Documents dated March 28, 2011 made by Borrower, Mortgagor and others to Mortgagee and recorded on April 14, 2011 with the Cook County Recorder of Deeds as Document No. 1110404085, encumbering and relating to that certain real estate located in Cook County, Illinois and legally described on Exhibit A attached hereto (the "Mortgaged Premises"), which Mortgage together with the Notes and all other documents or instruments evidencing or securing any of the Loans, as may be modified and extended, are hereinafter collectively referred to as the "Loan Documents"; and

WHEREAS, Mortgagor desires to modify the Mortgage and Assignment of Rents to provide that such Mortgage and Assignment of Rents shall additionally secure the Auto Loan I and Auto II and shall continue in full force and effect to secure each of the Term Loan I, Term Loan II, Term Loan III and Revolving Loan as modified by each of the respective Note Modification Agreements, pursuant to the terms, covenants and conditions set forth herein; and

WHEREAS, to induce the Mortgagee to extend and modify each of the Term Loan I, Term Loan II, Term Loan III and Revolving Loan pursuant to the respective Note Modification Agreements, Mortgagor has offered to enter into this Agreement. Mortgagee has accepted such offer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, Mortgagor hereby agrees with the Mortgagee as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference as if fully set forth in this Paragraph 1 of the Agreement.

2. Each of the Mortgage and Assignment of Rents is hereby modified to provide that such Mortgage and Assignment of Rents shall secure, without limitation, the Auto Loan I and Auto Loan II in addition to each of the Term Loan I, Term Loan II, Term Loan III and Revolving Loan, and to continue in full force and effect to evidence and secure, without limitation, each of the Loans as now evidenced by the Notes as any of same may be modified and extended by the respective Note Modification Agreements, such that any reference in such Mortgage to "Note" which is evidenced or secured by such Mortgage shall mean each of the Notes as same may be amended, extended, supplemented, modified and or renewed, including without limitation pursuant to the respective Note Modification Agreements, and all replacements and substitutions therefore. Any reference in the Mortgage and Assignment of Rents to the maturity date or maturity dates of each of the Loans shall with respect to the Revolving Loan mean January 1, 2014, with respect to each of the Term Loan I, Term Loan II and Term Loan III mean April 5,

# UNOFFICIAL COPY

2019, with respect to the Auto Loan I mean February 26, 2016 and with respect to the Auto Loan II mean February 26, 2018.

3. Mortgagor shall pay to the Mortgagee all out-of-pocket costs and expenses incurred by Mortgagee in connection with this Agreement.

4. In all respects, other than those expressly amended, modified or supplemented hereby, Mortgagor does hereby ratify and confirm the provisions, terms and conditions of the Mortgage, Assignment of Rents and each of the Loan Documents.

5. **EXCULPATION.** This Agreement is executed by Chicago Title Land Trust Company, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust which in part is securing the payment hereof and of the Notes, and through enforcement of the provisions of the Notes and other Loan Documents and any other collateral or guaranty from time to time securing payment and performance of the Loans; no personal liability shall be asserted or be enforceable against the trustee, because or in respect of this Agreement or the making, issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed the day and year above written.

**MORTGAGOR:**

Chicago Title Land Trust Company, Successor Trustee to Old Kent Bank, as Trustee under a Trust Agreement dated October 18, 1999 and known as Trust No. 16461 and not personally

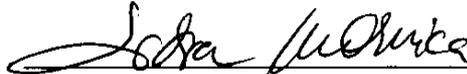
By: Nancy A. Carlin  
Name: Nancy A. Carlin  
Title: Trust Officer

# UNOFFICIAL COPY

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 Nancy A Carlin, personally known to me to be the same person whose name as Trust Officer of Chicago Title Land Trust Company, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he/she, being thereunto duly authorized, signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said Chicago Title Land Trust Company, not personally, but as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of May, 2013.

  
 \_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_



# UNOFFICIAL COPY

EXHIBIT A  
To  
MORTGAGE MODIFICATION AGREEMENT

**LEGAL DESCRIPTION**

THE WESTERLY 18-1/2 FEET OF LOT 13 AND THE EAST 16-1/2 FEET OF LOT 14 IN BLOCK 5 IN BARNARDS SUBDIVISION OF THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ LYING WEST OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, IN SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 25-07-412-046-0000

COMMONLY KNOWN AS: 1908 W. 103<sup>RD</sup> STREET, CHICAGO, ILLINOIS 60643