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RECORDING REQUESTED BY:

U.S. Bank National Association
11 West Madison Street
Oak Park, IL 60302

Doc#: 1317229006 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/21/2013 10:28 AM Pg: 1 of 8

WHEN RECORDED MAIL TO:
THIS INSTRUMENT WAS PREPARED BY:

Jeffrey M. Monberg
KRIEG DEVAULT LLP
30 N. LaSalle Street
Suite 2800
Chicago, IL 60602

(Modifies Document No. 0807133008)

MODIFICATION OF MORTGAGE

This MODIFICATION OF MORTGAGE is effective as of March 1, 2013, is made and executed between CHICAGO TITLE LAND TRUST COMPANY, as Trustee under a Trust Agreement dated January 10, 1974 and known as Trust No. 63670, and CHICAGO SOUTH LOOP HOTEL, LLC, an Illinois limited liability company (collectively referred to herein as the "Mortgagor") and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as successor-in-interest to the Federal Deposit Insurance Corporation, Receiver for Park National Bank, a national banking association (referred to herein as "Mortgagee").

MORTGAGE. Mortgagor and Mortgagee have entered into a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of March 5, 2008 (the "Mortgage") which has been recorded in the Office of the Cook County Recorder of Deeds on **March 11, 2008 as Document No. 0807133008.**

REAL PROPERTY DESCRIPTION. The Mortgage covers the real property described on Exhibit A hereto located in Cook County, State of Illinois.

The Real Property or its address is commonly known as 2600 S. State Street, Chicago, IL.

The Real Property Tax identification number is 17-28-410-014-0000, 17-28-407-007-0000, 17-28-407-012-0000, 17-28-409-006-0000.

MODIFICATION. Mortgagor and Mortgagee hereby modify the Mortgage as follows:

The definition of the word "Mortgagee" is hereby modified to include U.S. Bank National Association, and its successors and assigns.

S 4
P 4
S M
M N
SC 4
E 4
INT 7/11

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The second sentence of the second Whereas clause of the Mortgage is hereby amended in its entirety to: The Loan is evidenced by a certain Mortgage Note in favor of Mortgagee of even date with this Mortgage in the original principal amount of the Loan, as modified by that certain Loan Modification Agreement, dated effective as of March 1, 2013, and due on September 1, 2013 ("Maturity Date") (as amended, restated or replaced from time to time, the "Note"), except as may be accelerated pursuant to the terms hereof or of the Note, or any other Loan Document (as defined below).

CONTINUING VALIDITY. This Modification is a modification only and not a novation, extinguishment, compromise, settlement, release, or accord and satisfaction of the Note secured by the Mortgage or the Mortgage. All other terms, conditions, provisions, representations and warranties set forth in the Note or Mortgage not explicitly modified in this Modification shall remain unchanged and shall remain binding in full force and effect. Any property, or rights to or interest in property, granted as security in the Mortgage shall remain as security for the Note. This Modification shall not release or affect (a) the liability of any guarantor, surety or endorser of the Note, (b) the lien of the Mortgage or any other lien, security interest or right in favor of the Mortgagee, or (c) any collateral, or any owner of collateral, securing the Loan. The validity, priority and enforceability of the Note, the Mortgage, and any other lien or security interest of the Mortgagee shall not be impaired hereby.

MORTGAGOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND MORTGAGOR AGREES TO ITS TERMS. THIS MODIFICATION IS EFFECTIVE AS OF THE EFFECTIVE DATE AND HAS BEEN EXECUTED AS OF THE DATE THE LENDER'S SIGNATURE IS NOTARIZED BELOW.

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MORTGAGOR:

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under a Trust Agreement dated January 10, 1974 and known as Trust No. 63670

By: SEE ATTACHED RIDER FOR EXECUTION BY TRUSTEE

Its: _____

**CHICAGO SOUTH LOOP HOTEL, LLC,
an Illinois limited liability company**

By: [Signature]
Name: Jerry Cooper
Title: Manager

By: [Signature]
Name: Floyd Mix, M.D.
Title: Manager

By: [Signature]
Name: Louis P. Dodd
Title: Manager

By: [Signature]
Name: ~~James~~ D. White
Title: Manager

MORTGAGEE:

**U.S. BANK NATIONAL ASSOCIATION, a national banking association,
as successor-in-interest to the Federal Deposit Insurance Corporation,
Receiver for Park National Bank**

By: [Signature]
Its Authorized Agent

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 10, 1974, AND KNOWN AS TRUST NUMBER 63670, WHICH IS ATTACHED TO AND MADE A PART OF THAT MODIFICATION OF MORTGAGE WITH DATED MARCH 1, 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 personally but are made and intended for the purpose of binding only that portion of the trust property specifically described 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 TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant 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: May 13, 2013

CHICAGO TITLE LAND TRUST COMPANY
as Trustee as aforesaid and not personally

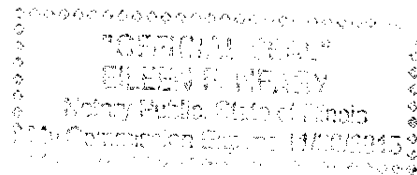
By: Linda Lee Lutz
Trust Officer

State of Illinois
County of Cook SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby 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 May 13, 2013.

[Signature]
Notary Public



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ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS:
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as Trust Officer(s) for **CHICAGO TITLE LAND TRUST COMPANY**, a corporation, personally known to me to be the same person whose name is subscribed to the foregoing instruments as such Trust Officer(s), appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act, an as free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Trust Officer(s) did also then and there acknowledge that he/she, as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his/her free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

WITNESS, my hand and Notarial Seal this ____ day of _____, 2013.

My Commission Expires

Notary Public

My County of Residence:

Printed

STATE OF ILLINOIS)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared Jerry Cooper, Floyd Mix, M.D., Louis P. Dodd and ^{Vickie} James D. White, known to me to be the Managers of **CHICAGO SOUTH LOOP HOTEL, LLC**, an Illinois limited liability company, and acknowledged the execution of the foregoing Modification of Mortgage for and on behalf of said limited liability company.

Witness my hand and Notarial Seal, this 23RD day of April, 2013.

My Commission Expires

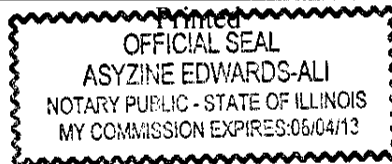
06/04/13

Asyzone Edwards Ali
Notary Public

My County of Residence:

Cook

Asyzone Edwards Ali



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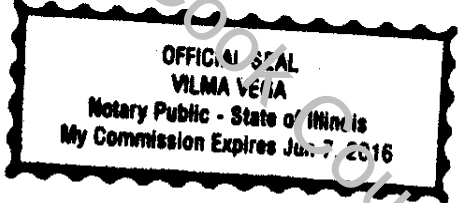
STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

Before me, a Notary Public, in and for said County and State, personally appeared Michael J. Harris, known to me to be a Vice President of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as successor-in-interest to the Federal Deposit Insurance Corporation, Receiver for Park National Bank, and acknowledged the execution of the foregoing Modification of Mortgage for and on behalf of said national banking association.

Witness my hand and Notarial Seal, this 14th day of May, 2013.

My Commission Expires 06/07/2016 _____
Notary Public

My County of Residence: Cook _____
Printed



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EXHIBIT A

Legal Description

PARCEL 1:

LOTS 2 TO 11, BOTH INCLUSIVE, (EXCEPT THE NORTH 33 FEET OF LOTS 6 TO 11 BOTH INCLUSIVE, TAKEN FOR 26TH STREET) IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LAND IN THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO THAT PART OF THE WEST 26TH PLACE SOUTH OF AND ADJOINING SAID LOTS LYING EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 11 AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 5 IN COUNTY CLERK'S DIVISION TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 IN THE SUBDIVISION OF LOTS 44 TO 71, BOTH INCLUSIVE, IN ADAMS'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 28; IN COOK COUNTY, ILLINOIS

PARCEL 2:

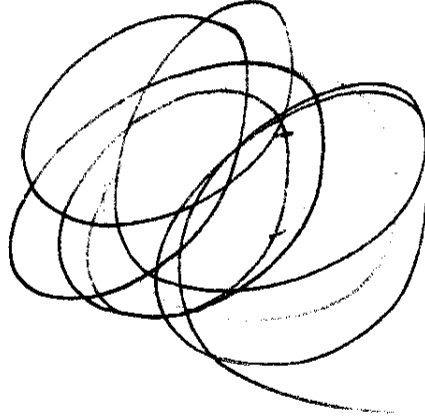
LOTS 1 TO 5, BOTH INCLUSIVE, (EXCEPT THE NORTH 33 FEET TAKEN FOR 26TH STREET) IN W. H. ADAM'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO LOTS 12 TO 15 BOTH INCLUSIVE (EXCEPT THE NORTH 33 FEET TAKEN FOR 26TH STREET) IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LAND IN THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 28; ALSO THAT PART OF WEST 26TH PLACE LYING SOUTH OF THE SOUTH LINE OF SAID LOTS 1 TO 5, BOTH INCLUSIVE, AND SAID SOUTH LINE EXTENDED EAST LYING NORTH OF A LINE DRAWN 30.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE AND ITS EASTERLY EXTENSION LYING EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 5 AND LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 12, ALL IN COOK COUNTY, ILLINOIS

PARCEL 3:

1, 2, 3, 18, 19 AND 20 IN BLOCK 1 IN THE SUBDIVISION OF LOTS 44 TO 71, BOTH INCLUSIVE, EXCEPTING FROM LOTS 19 AND 20 THAT PART THEREOF LYING WEST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 11 IN COUNTY CLERK'S DIVISION AND LYING NORTH OF A LINE 39.006 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 20, ALSO THAT PART OF THE NORTH AND SOUTH 16 FOOT ALLEY IN BLOCK 1 IN THE SUBDIVISION OF LOTS 44 TO 71 INCLUSIVE, LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 3 IN SAID BLOCK 1, IN COOK COUNTY, ILLINOIS

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