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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/10/2014 12:36 PM Pg: 1 of 6

MORTGAGE
MODIFICATION
AGREEMENT

Prepared by & after recording

Return to:
John A. Piliionis, Esq.
The Northern Trust Company
50 So. La Salle St.
Chicago, IL 60603
312-444-3969

Send Subsequent Tax Bills to
ATG Trust Company, Trust No. 10261
Unit N17-01, 2550 N. Lakeview Ave.
Chicago, IL 60614

MORTGAGE MODIFICATION AGREEMENT
(RELEASE AND ADDITION OF COLLATERAL)

This Mortgage Modification Agreement ("this Agreement"), dated and effective as of January 13, 2014 is between: ATG Trust Company, as trustee under trust agreement dated July 25, 2006 and known as trust number 10261, as mortgagor ("Borrower"); and The Northern Company, an Illinois banking corporation, as mortgagee ("Lender").

RECITALS:

A. Lender has previously lent to Borrower and Borrower's beneficiary(ies) the sum of One Million Eight Hundred Thirty-Eight Thousand Dollars (U.S. \$1,838,000.00) \$576,798 (the "Loan") evidenced by a promissory note (as and if amended, the "Note") dated August 15, 2012 in the amount of the Loan with a stated maturity date of September 1, 2042. Repayment of the Loan is secured by Borrower's Mortgage dated August 15, 2012, filed for record with the Cook County, IL Recorder of Deeds on August 27, 2012 as Document No. 1224042065 (the "Mortgage"). The Mortgage encumbers "Property" (as defined therein) all or part of which is commonly known as Unit N17-01 in The Lincoln Park 2550 condominium, and Units 305, 306 and 307, in The Lincoln Park 2550 parking condominium, all located at 2550 North Lakeview Avenue, Chicago, IL 60614.

B. Borrower has requested that Lender agree to modify the Mortgage by releasing therefrom so-called Unit 307 in such parking condominium, in consideration of Lender's acceptance

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in return of a mortgage on Unit 272 in such parking condominium, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lender hereby releases the property described in Exhibit A hereto, commonly known as parking Unit 307 in The Lincoln Park 2550 parking condominium, and any related improvements, easements, appurtenances, and fixtures (such property, the "Released Parking Unit"), from the Mortgage and the liens thereunder. From and after the date of this Amendment, the term "Property" as defined in the Mortgage shall be deemed amended to exclude the Released Parking Unit.
2. Borrower hereby mortgages, grants and conveys to Lender and Lender's successors and assigns the property described in Exhibit B hereto, commonly known as parking Unit 272 in The Lincoln Park 2550 parking condominium, and any related improvements, easements, appurtenances, and fixtures, as well as replacements and additions (such property, the "Added Parking Unit"). Exhibit B also contains a legal description of Units 305 and 306 in The Lincoln Park 2550 parking condominium, which two units shall continue to be included as part of the Property. From and after the date of this Amendment, the term "Property" as defined in the Mortgage shall be deemed amended to include the Added Parking Unit. Borrower agrees to comply with, and the Added Parking Unit shall be subject to, the covenants, terms and conditions of the Mortgage as fully as the original Property.
3. The Mortgage as amended hereby does and shall continue to secure the payment and performance of the Note and the other obligations stated in the Mortgage to be secured thereby. If the Mortgage covers future advances under a line of credit or otherwise, future advances may be made secured by the Mortgage as amended hereby.
4. Except as expressly hereby modified, all of the terms, covenants and conditions of the Note, the Mortgage, and all other documents evidencing, securing or guaranteeing the Loan remain unchanged and are hereby ratified and confirmed. Wherever in the Note, the Mortgage, or any other document evidencing, securing or guaranteeing the Loan, reference is made to the Mortgage, such reference shall from and after the date hereof be deemed a reference to the Mortgage as amended by this Amendment.
5. Borrower agrees to pay promptly the reasonable costs, fees and expenses (including recording fees, any attorneys' fees, and the cost of a date-down endorsement to the lender's title insurance policy covering the Mortgage to include the Added Parking Unit or (if Lender so reasonably determines) a new lender's title insurance policy covering the Added Parking Unit, incurred by Lender in connection with this Agreement.
6. This Amendment shall extend to and be binding upon the parties hereto and their heirs, personal representatives, executors, successors and assigns, except that Grantor may not assign any rights, duties or obligations hereunder without the express prior written consent of Lender. Wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the others, unless the context requires otherwise. Captions and headings herein are for convenience only and are not to be used to interpret or define the provisions hereof. This Amendment may be executed in two or more counterparts, and by each party on separate counterparts, each of which

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shall be deemed an original but which together shall constitute one and the same instrument. This Amendment shall be governed by the internal laws of the State of Illinois.

7. Borrower's disclaimer of personal liability as land trustee is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

ATG TRUST COMPANY, as trustee under trust agreement dated July 25, 2006 and known as trust number 10261

By: Angela McC Clair
 Print Name Angela McC Clair
 Its Land Trust Officer

The operation provision restricting the liability of ATG Trust Company, attached on the reverse side hereof or attached hereto, is incorporated herein.

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Angela McC Clair, personally known (or adequately identified) 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 (s)he signed, sealed and delivered the instrument as his or her free and voluntary act, and the free and voluntary act of ATG Trust Company, as trustee under trust agreement dated July 25, 2006 and known as trust number 10261, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 15th day of JAN, 2011.

Amy D Farrell
 Notary Public
 My commission expires on 9/27/14 (seal)



THE NORTHERN TRUST COMPANY

By: Patrice Wetzel
 Print Name Patrice Wetzel
 Its Senior Vice President

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STATE OF ILLINOIS)
 IL) ss.
COUNTY OF ~~COOK~~)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT PATRICE WETZEL, personally known (or adequately identified) 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 (s)he signed, sealed and delivered the instrument as his or her free and voluntary act, and the free and voluntary act of The Northern Trust Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 13th day of January, 2013.

Rochelle D. Dukas

Notary Public

My commission expires on 5-31-16 (seal)



It is expressly understood and agreed by and between the parties hereto, anything herein 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 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 ATG Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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EXHIBIT A (RELEASED PARKING UNIT)

LEGAL DESCRIPTION

PARCEL 2A:

UNIT 307, IN THE LINCOLN PARK 2550, A PARKING CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN LOTS IN LINCOLN PARK 2520 SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RECORDED NOVEMBER 23, 2011 AS DOCUMENT 1132729082; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136318008; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2B: GARAGE PARCEL EASEMENTS

A NON EXCLUSIVE EASEMENT FOR THE UNITS IN PARCEL 2A AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY LAKE TOWER DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED OCTOBER 27, 2011 AND RECORDED OCTOBER 27, 2011 AS DOCUMENT 1130029045 FOR THE PURPOSE OF INGRESS AND EGRESS FOR MAINTENANCE INCLUDING VENTILATION VENTS, STRUCTURAL SUPPORT, USE OF CERTAIN FACILITIES, ENCROACHMENTS, PEDESTRIAN EMERGENCY EGRESS, AND FOR COMMON WALLS, FLOORS AND CEILINGS OVER THOSE PARTS OF THE RESIDENTIAL PARCEL AND SINGLE FAMILY HOME PARCEL DEFINED THEREIN.

PARCEL 2C:

THE EXCLUSIVE RIGHT TO THE USE OF THE STORAGE AREA S307, FOR THE BENEFIT OF SAID UNIT 307, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LINCOLN PARK 2550, A PARKING CONDOMINIUM, RECORDED DECEMBER 29, 2011 AS DOCUMENT NO. 1136318008, AS AMENDED BY AMENDMENT RECORDED JUNE 20, 2012 AS DOCUMENT 1217222015 AND AS AMENDED FROM TIME TO TIME.

Commonly known as Unit 307 (the "Parking Unit"), 2550 North Lakeview, Chicago, Illinois 60614

PIN: 14-28-319-113-1404

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EXHIBIT B

LEGAL DESCRIPTION

PARCEL 2A:

UNIT 305, 306 AND 272, IN THE LINCOLN PARK 2550, A PARKING CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN LOTS IN LINCOLN PARK 2520 SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RE-RECORDED NOVEMBER 23, 2011 AS DOCUMENT 1132729082; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136318008; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2B: GARAGE PARCEL EASEMENTS

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PARCEL 2C:

THE EXCLUSIVE RIGHT TO THE USE OF THE STORAGE AREA S305, S306 AND S272, FOR THE BENEFIT OF SAID UNIT 305, 306 AND 272, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LINCOLN PARK 2550, A PARKING CONDOMINIUM, RECORDED DECEMBER 29, 2011 AS DOCUMENT NO. 1136318008, AS AMENDED BY AMENDMENT RECORDED JUNE 20, 2012 AS DOCUMENT 1217222015 AND AS AMENDED FROM TIME TO TIME

Commonly known as Unit 305, 306 and 272 (the "Parking Unit"), 2550 North Lakeview, Chicago, Illinois 60614

PINs:

14-28-319-113-1402; 14-28-319-113-1403; 14-28-319-113-1369