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This document was prepared by,
and after recording, return to:

Bronson & Kahn LLC
150 North Wacker Drive, Suite 1400
Chicago, Illinois 60606
Attn: Marc W. O'Brien



Doc#: 1420915113 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/28/2014 12:18 PM Pg: 1 of 7

Property Address:

1525 North Wells
Chicago, Illinois 60610

CTI-WO 447124113LLK (JF)

This space reserved for Recorder's use only.

MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

This MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING dated as of July 21, 2014 (this "Modification"), is executed CHICAGO TITLE LAND TRUST COMPANY, not personally or individually, but solely as Successor Trustee to LaSalle National Trust, N.A., under Trust Agreement dated January 23, 1995 and known as Trust No. 119343 (the "Mortgagor"), to and for the benefit of THE PRIVATEBANK AND TRUST COMPANY, its successors and assigns (the "Lender").

RECITALS:

A. The Lender previously made a loan to CHICAGO INVESTMENTS, L.P., an Illinois limited partnership ("CILP"), THE EIGHT, LIMITED PARTNERSHIP, an Illinois limited partnership, 1552-56 PARTNERS, L.P., an Illinois limited partnership, BERRIEN COUNTY L.P., a Delaware limited partnership, GREAT LAKES PROPERTIES L.P., an Illinois limited partnership, 1542-44 LLC, an Illinois limited liability company, PLAZA ONE RESTAURANT, INC., a Michigan corporation, PLAZA ONE STORAGE UNITS, INC., a Michigan corporation, O'BRIEN DEVELOPMENT CO., INC., a Michigan corporation, TPA 07-03 LLC, a Michigan limited liability company, MADO GROUP, INC., a Florida corporation, WHITTAKER WOODS GOLF CLUB, L.P., a Delaware limited partnership, NEW BUFFALO FAST FOOD, INC., a Michigan corporation, O'BRIEN INN, INC., a Michigan corporation, DOMINIC'S RESTAURANT, LLC, a Michigan limited liability company, CASINO PIZZERIA LLC, a Michigan limited liability company, WILSON ROAD, INC., a Michigan corporation, and WHEEL INN, INC., a Michigan corporation (collectively, "Borrower"), the original principal amount of \$10,700,000.00 (the "Loan"), as evidenced by that certain Secured Non-Revolving Promissory Note in such amount dated November 27, 2013 (the "Original Note") made by Borrower in favor of Lender.

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B. The Original Note is secured by, among other things, that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated November 27, 2013, and recorded with the Cook County Recorder of Deeds on December 4, 2013 as Document No. 1333810038 (the "Mortgage").

C. In accordance with the terms of the Original Note, Borrower has made prepayments of principal to reduce the outstanding principal balance of the Loan to \$9,200,000.

D. Borrower has requested that Lender advance Borrower the sum of \$430,000 in connection with CILP's acquisition of certain real property and Lender has agreed to do so.

E. A condition precedent to Lender's advance of additional sums to Borrower is the execution by Borrower of that certain Amended and Restated Secured Non-Revolver Promissory Note in the principal amount of \$9,600,000 to evidence the Loan (the "Amended and Restated Note") and the execution by Mortgagor of this Modification.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor agrees as follows:

AGREEMENTS:

1. Any references in the Mortgage to the Note shall mean the Amended and Restated Note, as amended, restated or replaced from time to time.

2. Section 37(j) of the Mortgage is modified to provide as follows:

"Notwithstanding anything contained herein to the contrary, in no event shall the Indebtedness exceed an amount equal to \$20,000,000.00; provided, however, in no event shall the Lender be obligated to advance funds in excess of the face amount of the Note."

3. Except as provided herein, all terms and provisions of the Mortgage shall remain unmodified and in full force and effect, and shall be binding on the parties hereto, their successors and assigns.

[Rest of page intentionally blank – signatures on following page.]

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IN WITNESS WHEREOF, the Mortgagor and Lender have executed and delivered this Modification of Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing the day and year first above written.

THIS MODIFICATION IS EXECUTED BY Chicago Title Land Trust Company, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or enforceable against the Trustee in respect to the Mortgage, all such liability, if any, being expressly waived by each taker and holder of the Note secured hereby. Nothing herein contained shall modify or discharge the personal liability expressly assumed by any co-maker or guarantor or co-borrower of the obligations hereby secured.

Each original and successive holder of the Note accepts the same upon the express condition that no duty shall rest upon the Trustee to sequester the rents, issues and profits arising from the Mortgaged Premises, or the proceeds arising from the sale or other disposition thereof, but in case of default in the payment of this Note or under any of the terms and provisions of the Mortgage, the sole remedy of Mortgagee with respect to Mortgagor shall be by foreclosure of the Mortgage.



CHICAGO TITLE LAND TRUST COMPANY,
not personally but solely as Trustee as aforesaid

By: [Handwritten Signature]
Name: Harriet Denisevicz
Title: Trust Officer

Attest:

**ATTESTATION NOT REQUIRED PURSUANT
TO CORPORATE BYLAWS**

Name: _____
Title: _____

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

PRIVATEBANK AND TRUST COMPANY

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the Mortgagor and Lender have executed and delivered this Modification of Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing the day and year first above written.

THIS MODIFICATION IS EXECUTED BY Chicago Title Land Trust Company, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or enforceable against the Trustee in respect to this Mortgage, all such liability, if any, being expressly waived by each taker and holder of the Note secured hereby. Nothing herein contained shall modify or discharge the personal liability expressly assumed by any co-maker or guarantor or co-borrower of the obligations hereby secured.

Each original and successive holder of the Note accepts the same upon the express condition that no duty shall rest upon the Trustee to sequester the rents, issues and profits arising from the Mortgaged Premises, or the proceeds arising from the sale or other disposition thereof, but in case of default in the payment of this Note or under any of the terms and provisions of this Mortgage, the sole remedy of Mortgagee with respect to Mortgagor shall be by foreclosure of this Mortgage.

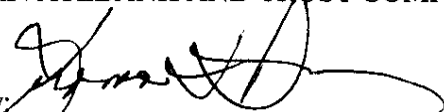
CHICAGO TITLE LAND TRUST COMPANY,
not personally but solely as Trustee as aforesaid

By: _____
Name: _____
Title: _____

Attest:

Name: _____
Title: _____

PRIVATEBANK AND TRUST COMPANY

By: 
Name: Yvonne T. Heyden
Title: Managing Director

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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: _____ (name) _____ (title) AND _____ (name) _____ (title) of CHICAGO TITLE LAND TRUST COMPANY, are personally known to me to be the same person whose names are subscribed to the foregoing instrument as such _____ (title) and _____ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said CHICAGO TITLE LAND TRUST COMPANY as Trustee, for the uses and purposes therein set forth; and said _____ Secretary, did also then and there acknowledge that he/she, as custodian of the corporate seal of CHICAGO TITLE LAND TRUST COMPANY, did affix the said corporate seal of said CORPORATION to said instrument as his own free and voluntary act and the free and voluntary act of said CORPORATION, as Trustee, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS ___ DAY OF JULY, 2014.

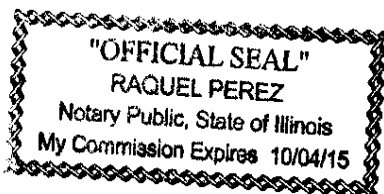
Notary Public

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: Yvonne T. Heyden (name) Managing Director (title) of PRIVATEBANK AND TRUST AND COMPANY, personally known to me to be the same person whose names are subscribed to the foregoing instrument as such _____ (title), appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said PRIVATEBANK AND TRUST COMPANY, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 21st DAY OF JULY, 2014.

Raquel Perez
Notary Public



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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: Harriet Denisevic (name) Trust Officer (title) ~~AND~~ (name) xxx (title) of CHICAGO TITLE LAND TRUST COMPANY, are personally known to me to be the same person whose names are subscribed to the foregoing instrument as such Trust Officer (title) ~~and~~ Secretary, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said CHICAGO TITLE LAND TRUST COMPANY as Trustee, for the uses and purposes therein set forth; and said Trust Officer ~~Secretary~~ did also then and there acknowledge that he/she, as custodian of the corporate seal of CHICAGO TITLE LAND TRUST COMPANY, did affix the said corporate seal of said CORPORATION to said instrument as ~~his~~ ^{her} own free and voluntary act and the free and voluntary act of said CORPORATION, as Trustee, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 21ST DAY OF JULY, 2014.



Nancy A. Carlin
Notary Public

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: _____ (name) _____ (title) of PRIVATEBANK AND TRUST AND COMPANY, personally known to me to be the same person whose names are subscribed to the foregoing instrument as such _____ (title), appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said PRIVATEBANK AND TRUST COMPANY, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 21ST DAY OF JULY, 2014.

Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

SUB-LOT 2 OF LOT 112 AND SUB-LOT 7 OF LOT 113 (EXCEPT THEREFROM THAT PART TAKEN FOR PUBLIC ALLEY) IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 17-04-204-017-0000

Address: 1525 N. Wells
Chicago, IL 60610