

WHEN RECORDED MAIL TO:

Inland Bank and Trust
Attn: Loan Administration
Dept.
2805 Butterfield Road, STE
200
Oak Brook, IL 60523

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Inland Bank and Trust
Inland Bank and Trust
2805 Butterfield Road, Suite 200
Oak Brook, IL 60523

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 17, 2014, is made and executed between Chicago Title Land Trust Company, as Successor Trustee to Park National Bank, as Successor Trustee to Cosmopolitan Bank and Trust, as Trustee under Trust Agreement dated September 9, 2005 and known as Trust Number 32114, whose address is 10 South LaSalle Street, Suite 2750, Chicago, IL 60603 (referred to below as "Grantor") and Inland Bank and Trust, whose address is 2805 Butterfield Road, Suite 200, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 17, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on November 7, 2008 as Document #0831257032 in the Cook County Recorder's Office.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 627 North Albany Avenue, Chicago, IL 60612. The Real Property tax identification number is 16-12-104-009-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

This Modification of Mortgage reflects the following:

1) The paragraph titled "**Right of Redemption Provision**" is hereby added to the above mentioned Mortgage as further described below.

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MODIFICATION OF MORTGAGE (Continued)

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2) The definition of the "Note" as described in the "Mortgage" is hereby amended by the following:

Note. The word "Note" means the promissory note dated October 17, 2014, in the original principal amount of \$5,091,378.95, which is a renewal of promissory note dated October 17, 2008 in the original principal amount of \$5,600,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date referenced in the above mentioned mortgage is hereby eliminated.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

RIGHT OF REDEMPTION PROVISION. Grantor(s) acknowledge the Rights of Reinstatement provided in 735 ILCS 5/15-1602 of the Illinois Mortgage Foreclosure Act and do hereby expressly waive those Rights of Reinstatement in accordance with 735 ILCS 5/15-1601. Grantors acknowledge the Rights of Redemption provided in 735 ILCS 5/15-1603 of the Illinois Foreclosure Act and do hereby expressly waive those Rights of Redemption in accordance with 735 ILCS 5/15-1601. These waivers do not apply to residential real estate occupied by the Grantor(s) as its (their) primary residence.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 17, 2014.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 09-09-2005 and known as Chicago Title Land Trust Company, as Successor Trustee to Park National Bank, as Successor Trustee to Cosmopolitan Bank and Trust, as Trustee under Trust Agreement dated September 9, 2005 and known as Trust Number 32114.

By:  Trust Officer
Authorized Signer for Chicago Title Land Trust Company



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MODIFICATION OF MORTGAGE (Continued)

LENDER:

INLAND BANK AND TRUST

X *Joseph Kowalski VP*
Authorized Signer

TRUST ACKNOWLEDGMENT

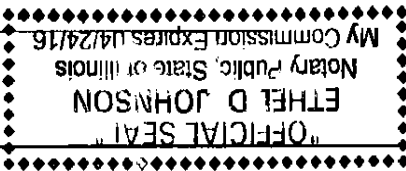
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 20th day of November, 2014 before me, the undersigned Notary Public, personally appeared Harriet Denisewicz, Trust Officer of Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, as Successor Trustee to Park National Bank, as Successor Trustee to Cosmopolitan Bank and Trust, as Trustee under Trust Agreement dated September 9, 2005 and known as Trust Number 32114, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *[Signature]* corporation/located at 10 South LaSalle Street
Residing at Suite 2750
Chicago 60603

Notary Public in and for the State of Illinois 60603

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

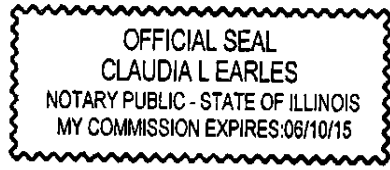
STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 29th day of October, 2014 before me, the undersigned Notary Public, personally appeared JOHN F. KOVACS and known to me to be the V.P., authorized agent for **Inland Bank and Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Inland Bank and Trust**, duly authorized by **Inland Bank and Trust** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Inland Bank and Trust**.

By Claudia L. Earles Residing at _____

Notary Public in and for the State of Illinois

My commission expires 6-10-15



DuPage County Clerk's Office

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EXHIBIT "A"

PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF NORTH ALBANY AVENUE 469.65 FEET NORTH OF THE NORTHEAST CORNER OF WEST OHIO STREET (AS MEASURED ON SAID EAST LINE OF NORTH ALBANY AVENUE); THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES 24' 30" AS MEASURED FROM SOUTH TO EAST FROM THE EAST LINE OF NORTH ALBANY AVENUE, A DISTANCE OF 143.14 FEET TO A POINT; THENCE SOUTHERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 36' FROM LAST DESCRIBED LINE, SAID LINE BEING THE EAST FACE AND EAST FACE EXTENDED NORTH 16 FEET OF A 1 STORY BRICK BUILDING, A DISTANCE OF 84.72 FEET TO A POINT, SAID POINT BEING THE NORTH FACE OF A BRICK BUILDING; THENCE WEST ON A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 0.50 FEET TO A POINT, SAID POINT BEING THE CENTER OF A BRICK WALL; THENCE SOUTHERLY ON A LINE ALONG THE CENTER OF SAID BRICK WALL AND PERPENDICULAR TO THE LAST DESCRIBED LINE 20.15 FEET TO A POINT; SAID POINT BEING THE CENTER OF A BRICK WALL TO THE EAST; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE 0.37 FEET TO A POINT IN THE CENTER OF A BRICK WALL TO THE SOUTH; THENCE SOUTHERLY ON A LINE ALONG THE CENTER OF SAID BRICK WALL AND FORMING AN ANGLE OF 90 DEGREES 0' 40 SECONDS AS MEASURED FROM WEST TO SOUTH WITH THE LAST DESCRIBED LINE, A DISTANCE OF 30.65 FEET TO A POINT ON THE CENTER LINE OF A BRICK WALL TO THE EAST; THENCE EASTERLY ON A LINE ALONG THE CENTER OF SAID BRICK WALL AND FORMING AN ANGLE OF 89 DEGREES 49' 15 SECONDS AS MEASURED FROM NORTH TO EAST WITH THE LAST DESCRIBED LINE, A DISTANCE OF 46.00 FEET TO A POINT ON THE CENTER LINE OF A BRICK WALL TO THE SOUTH; THENCE SOUTHERLY ON SAID CENTER OF A BRICK WALL AND ON A LINE FORMING AN ANGLE OF 89 DEGREES 51 MINUTES 30 SECONDS AS MEASURED FROM WEST TO SOUTH WITH THE LAST DESCRIBED LINE, A DISTANCE OF 16.50 FEET TO A POINT ON THE CENTER LINE OF A BRICK WALL TO THE EAST; THENCE EASTERLY ALONG SAID CENTER LINE OF BRICK WALL AND CENTER LINE OF BRICK WALL EXTENDED ON A LINE FORMING AN ANGLE OF 89 DEGREES 54 MINUTES 45 SECONDS AS MEASURED FROM NORTH TO EAST FROM THE LAST DESCRIBED LINE, A DISTANCE OF 68.70 FEET TO A POINT; THENCE SOUTHERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 43 MINUTES 50 SECONDS AS MEASURED FROM THE WEST TO SOUTH FROM THE LAST DESCRIBED LINE, 321.03 FEET TO THE NORTH LINE OF WEST OHIO STREET; THENCE WESTERLY ALONG THE NORTH LINE OF WEST OHIO STREET 257.62 FEET TO A POINT; THENCE NORTH ON THE EASTLINE OF NORTH ALBANY AVENUE 469.65 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF WEST OHIO STREET 257.62 FEET EAST OF NORTHEAST CORNER OF NORTH ALBANY AVENUE, AS MEASURED ON THE NORTH LINE OF WEST OHIO STREET; THENCE NORTHERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 34 MINUTES WITH THE NORTH LINE OF WEST OHIO STREET, A DISTANCE OF 321.08 FEET TO A POINT; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 43 MINUTES 50 SECONDS AS MEASURED FROM SOUTH TO WEST FROM THE LAST DESCRIBED LINE, A DISTANCE OF 14.0 FEET TO A POINT; THENCE SOUTHERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES 16 MINUTES 10 SECONDS AS MEASURED FROM EAST TO SOUTH FROM LAST DESCRIBED LINE, TO THE NORTH LINE OF WEST OHIO STREET THENCE EASTERLY ALONG THE NORTH LINE OF WEST OHIO STREET, A DISTANCE OF 14.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

EASEMENT FOR THE USE OF THE FOLLOWING DESCRIBED TRACT FOR A RAILROAD SWITCH TRACK: THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMENCING AT A POINT ON THE NORTH LINE OF WEST OHIO STREET 257.62 FEET EAST OF THE NORTHEAST CORNER OF NORTH ALBANY AVENUE AS MEASURED ON THE NORTH LINE OF WEST OHIO STREET; THENCE NORTHERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 34 MINUTES WITH THE NORTH LINE OF WEST OHIO STREET, A DISTANCE OF 321.08 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 43 MINUTES 50 SECONDS AS MEASURED FROM SOUTH TO WEST, A DISTANCE OF 0.82 FEET; THENCE NORTHERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 32 MINUTES 50 SECONDS AS MEASURED FROM EAST TO NORTH, A DISTANCE OF 352.85 FEET TO A POINT; THENCE NORTHEASTERLY ON A LINE WHICH FORMS AN ANGLE OF 187 DEGREES 58 MINUTES 10 SECONDS AS MEASURED FROM SOUTH THROUGH WEST TO NORTH FROM THE LAST DESCRIBED LINE, 100.96 FEET TO A POINT; THENCE NORTHWESTERLY ON A CURVED LINE CONCAVE TO THE WEST HAVING A RADIUS OF 525.03 FEET AND A CHORD DIMENSION OF 283.24 FEET, SAID CHORD FORMS AN ANGLE OF 155 DEGREES 23 MINUTES 30 SECONDS AS MEASURED FROM SOUTH THROUGH WEST FROM THE LAST DESCRIBED LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY; THENCE NORTHWESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF AFORESAID RAILROAD, 36.51 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONCAVE TO THE WEST HAVING A RADIUS OF 511.03 FEET AND A CHORD DIMENSION OF 307.09 FEET, SAID CHORD FORMS AN ANGLE OF 38 DEGREES 39 MINUTES 30 SECONDS AS MEASURED FROM EAST TO SOUTH FROM AFORESAID SOUTHERLY RAILROAD RIGHT OF WAY LINE TO A POINT; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 153 DEGREES, 27 MINUTES 30 SECONDS AS MEASURED FROM NORTH THROUGH WEST TO SOUTH FROM THE LAST DESCRIBED CHORD LINE, A DISTANCE OF 100.96 FEET TO A POINT; THENCE SOUTHERLY ON A LINE FORMING AN ANGLE OF 187 DEGREES 58 MINUTES 10 SECONDS AS MEASURED FROM NORTH THROUGH WEST TO SOUTH WITH THE LAST DESCRIBED LINE, A DISTANCE OF 352.90 FEET TO A POINT; THENCE EAST ON A LINE FORMING AN ANGLE OF 89 DEGREES 32 MINUTES 50 SECONDS AS MEASURED FROM NORTH TO EAST 14.82 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS OVER: THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF NORTH ALBANY AVENUE 469.65 FEET NORTHERLY, AS MEASURED ALONG SAID EAST LINE OF NORTH ALBANY AVENUE OF THE NORTH LINE OF WEST OHIO STREET; THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES 24 MINUTES 30 SECONDS AS MEASURED FROM SOUTH TO EAST FROM THE EAST LINE OF NORTH ALBANY AVENUE A DISTANCE OF 143.17 FEET TO A POINT; THENCE NORTHERLY ON A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 24 MINUTES AS MEASURED FROM WEST TO NORTH FROM THE LAST DESCRIBED LINE A DISTANCE OF 16.00 FEET TO A POINT; THENCE WESTERLY ON A LINE WHICH FORMS AN ANGLE OF 89 DEGREES 24 MINUTES AS MEASURED FROM SOUTH TO WEST TO THE EAST LINE OF NORTH ALBANY AVENUE; THENCE SOUTHERLY ALONG THE EAST LINE OF NORTH ALBANY AVENUE, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.