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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/20/2015 10:18 AM Pg: 1 of 8

PREPARED BY
AND AFTER RECORDED MAIL TO:

Nationwide Life Insurance Company
One Nationwide Plaza, 1-05-702
Columbus, Ohio 43215
Attn: Real Estate Investments, Sarah Swisher

LHYNES # 82-67-795.01

**MODIFICATION TO
MORTGAGE AND SECURITY AGREEMENT and
ASSIGNMENT OF LEASES, RENTS AND PROFITS**

This MODIFICATION TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF LEASES, RENTS AND PROFITS (this "Agreement"), made effective as of OCTOBER 5, 2015 ("Effective Date"), is entered into by and among ANNE B. VOSHEL, an individual, JOHN. M. DALEY, an individual, and GERALD L. NUDO, an individual (collectively "Borrower"), ANNE B. VOSHEL, an individual, JOHN. M. DALEY, an individual, and GERALD L. NUDO, an individual (collectively "Indemnitor") and NATIONWIDE LIFE INSURANCE COMPANY, an Ohio corporation ("Lender"). Borrower and Indemnitor are referred to herein sometimes separately and collectively as a "Credit Party" and the "Credit Parties."

Background information

A. Lender made a loan to Borrower in the original principal amount of One Million Seven Hundred Thousand and NO/00 Dollars (\$1,700,000.00) (the "Loan"). In connection with the Loan, Borrower executed and delivered to Lender that certain Note (the "Note") with interest and principal payable as therein provided.

B. The Loan is evidenced and secured (in part) by that certain (i) Mortgage and Security Agreement executed by Borrower in favor of Lender, dated September 22, 2005 and recorded with the Cook County Recorder of Deeds as Document 0528033217 (the "Mortgage"), encumbering certain property described therein (the "Property"); (ii) Assignment of Leases, Rents and Profits executed by Borrower in favor of Lender dated September 22, 2005 and recorded with the Cook County Recorder of Deeds as Document 0528033218 (the "Assignment of Leases"); and (iii) Indemnity Agreement executed by Indemnitor and Borrower for the benefit of Lender dated September 22, 2005 (the "Indemnity Agreement").

C. The Note, Mortgage, Assignment of Leases, Indemnity Agreement and all other documents given in connection with the Loan, are collectively referred to herein as the "Loan Documents."

D. The parties have agreed to modify the Loan pursuant to that certain Loan Modification Agreement dated as of the Effective Date (the "Loan Modification Agreement").

Box 400

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INT B

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E. The parties hereto desire to enter into this Agreement to acknowledge the Loan Modification Agreement and recognize that the Loan is and will continue to be secured by the Mortgage and the Assignment of Leases.

Agreement

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

1. Effect of Modification. The Mortgage and the Assignment of Leases, as amended hereby, shall secure Borrower's obligations with respect to (a) the repayment of all principal, interest, late charges, costs, expenses, attorneys' fees and other amounts due under the Note and all other Loan Documents, each as amended by this Agreement and the Loan Modification Agreement (collectively, the "**Modification Documents**"), and (b) the performance of all agreements, covenants, and obligations of Borrower under the Note, and all other Loan Documents.

2. Validity of Lien. Borrower acknowledges and agrees that the Mortgage (as modified hereby) continues to constitute a valid first lien on and with respect to the Property and the Assignment of Leases (as modified hereby) continues to constitute a valid first lien against all leases. Under no circumstances shall this instrument or any portion hereof constitute or be deemed to constitute a novation of the Mortgage. The Mortgage (as modified hereby) and the Assignment of Leases (as modified hereby) shall continue to secure the Loan with the same priority as if this instrument had been executed and recorded at the same time as the Mortgage and the Assignment of Leases were originally executed and recorded.

3. Reaffirmation of the Mortgage Provisions. The Note, the Mortgage (as modified hereby), and the Assignment of Leases (as modified hereby), and all of the other Loan Documents are hereby ratified and confirmed in all respects. All liens, security interests, Mortgages and assignments granted or created by, or existing under, the Mortgage or the Assignment of Leases, as modified hereby, remain unchanged and continue, unabated, in full force and effect, to secure Borrower's obligations to repay the Note and to perform and comply with all terms, covenants and conditions under the Note and all other Loan Documents. Except as expressly set forth in the Modification Documents, nothing herein shall be deemed to release or discharge Borrower from any obligations or liabilities under the Mortgage or the Assignment of Leases, as modified hereby.

Except as otherwise provided herein, all terms, covenants, conditions and agreements contained in the Mortgage and the Assignment of Leases shall remain in full force and effect. In the event of any inconsistency with the provisions of this Agreement and the Mortgage or Assignment of Leases, the provisions of this Agreement shall control.

4. No Waiver. Borrower expressly acknowledges and agrees that, except as expressly set forth in the Modification Documents, the execution of this Agreement shall not constitute a waiver of, and shall not preclude the exercise of, any right, power or remedy granted to Lender in any document evidencing or securing the Loan, or any portion thereof, or as

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provided by law. No previous amendment, modification, extension or compromise entered into with respect to any indebtedness of Borrower to Lender shall constitute a course of dealing or be inferred or construed as constituting an express or implied understanding to enter into any future modification, extension, or compromise. No delay on the part of Lender in exercising any right, power, or remedy shall operate as a waiver thereof, or otherwise prejudice Lender's rights, powers, or remedies.

5. Successors and Assigns, Entire Agreement, Further Actions. All the terms, covenants, conditions and agreements herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement reflects the entire understanding of the parties with respect to the modification and amendment of the Mortgage and the Assignment of Leases and supersedes all prior agreements or understandings with respect thereto in their entirety. Borrower shall execute and deliver any and all further documents to take any and all other steps or actions reasonably deemed necessary by Lender to effectuate this Agreement.

6. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

7. Applicable Law. The Loan Documents shall be deemed to be a contract made under the laws of the State of Illinois and for all purposes shall be construed in accordance with the laws of such State (without regard to conflict of law principles).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Borrower, Indemnitor and Lender have caused this Agreement to be duly executed by their duly authorized representatives as of the day and year first above written.

BORROWER AND INDEMNITOR:

By: *Anne B. Voshel*
Anne B. Voshel, an individual

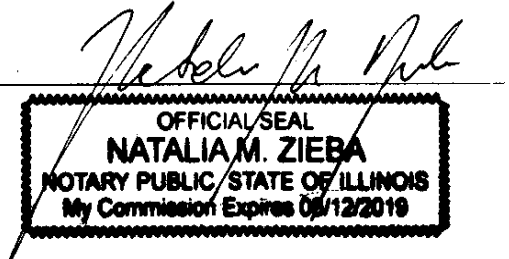
ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On 10/6, 2015, before me, *Natalia M. Zieba*, a notary public in and for said state, personally appeared Anne B. Voshel, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ILLINOIS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. (Seal)



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By: *John M. Daley*
John M. Daley, an individual

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On 10/6, 2015, before me, *Natalia M. Zieba*, a notary public in and for said state, personally appeared John M. Daley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ILLINOIS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. (Seal)

Natalia M. Zieba



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By: *Gerald Lee Nudo*
Gerald L. Nudo, an individual

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On 10/6, 2015, before me, *Natalia M. Zieba*, a notary public in and for said state, personally appeared Gerald L. Nudo, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ILLINOIS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. (Seal)

Natalia M. Zieba



[LENDER'S SIGNATURE PAGE FOLLOWS]

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LENDER:

NATIONWIDE LIFE INSURANCE COMPANY,
an Ohio corporation



Dennis C. Fisher
Senior Investment Professional
Real Estate Investments
Authorized Signatory

STATE OF OHIO

COUNTY OF FRANKLIN

Before me, a Notary Public in and for said County, personally appeared the above named Dennis C. Fisher, an Authorized Signatory for Nationwide Life Insurance Company, an Ohio corporation, who acknowledged that he did sign the foregoing instrument, with authority, and that the same is his free act and deed on behalf of the company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on October 21, 2015.

[Notarial Seal]



NICOLE RIDLEY
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
July 23, 2018



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EXHIBIT A

THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, 179.0 FEET (AS MEASURED ALONG THE WEST LINE) NORTH OF THE SOUTH LINE OF SAID SECTION 36; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 33.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH ALONG A LINE 33.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36, 1212.0 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE WEST LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD RIGHT OF WAY (BEING THE EAST 33.0 FEET EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36.) THENCE SOUTHERLY ALONG SAID LOT 1122.0 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT 429.0 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID TRACT, 510.0 FEET; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE 240.0 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SAID TRACT, SAID POINT BEING 559.89 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT, 562.11 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID TRACT TO THE POINT OF BEGINNING, ALSO EXCEPT THE NORTH 543.00 FEET OF SAID TRACT), ALL IN COOK COUNTY, ILLINOIS.

Address: 8585 South 77th Avenue
Bridgeview, Illinois 60455

PIN: 18-36-306-009-0000

Clerk's Office