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Karen A. Yarbrough

Cook County Recorder of Deeds Date: 06/17/2016 12:22 PM Pg: 1 of 6

Prepared by, and after recording return to:

DOOR TOOK COL Katten Muchin Rosenman LLP 2900 K Street, NW, Suite 200 Washington, D.C. 20007 Attn: Elizabeth Dominguez

LOAN MODIFICATION AGREEMENT Clert's Office (ILLINOIS)

Near North National Title 222 N. LaSalle Chicago, IL 60601

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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 15 day of June, 2016, between Senior Suites Chicago Gage Limited Partnership, an Illinois limited partnership ("Mortgagor") and the City of Chicago("Mortgagee"), amends and supplements (1) that certain Junior Mortgage and Security Agreement (the "Security Instrument") dated August 1, 1994 and recorded as document 94777546 in the Cook County Recorder's Office in Cook County, Illinois, and (2) that certain promissory note (the "Note"), bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located in Cook County, Illinois and more particularly described in Exhibit A attached hereto.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of the date first written above, the term "Maturity Date" shall be revised to mean October 1, 2026.
- 2. If all or any part of the I rot erty or any interest in the Property is sold or transferred (or if Mortgagor is not a natural person and a beneficial interest in Mortgagor is sold or transferred) without Mortgagee's prior written consent, Mortgagee may require immediate payment in full of all sums secured by the Security Instrument.
 - If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by the Security Instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by the Security Instrument without further notice or demand on Mortgagor.
- 3. Mortgagor also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Mortgagor's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Mortgagor is obligated to make under the Security Instrument; however, the toile wing terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 alove:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 4. Mortgagor understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Mortgagor's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Mortgagee's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Mortgagee is presently entitled against any property or any other persons in any way obligated for, or liable

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on, the Note and Security Instrument are expressly reserved by Mortgagee.

- Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole (c) or in part of the Note and Security Instrument.
- All costs and expenses incurred by Mortgagee in connection with this Agreement, including (d) recording fees, title examination, and attorney's fees, shall be paid by the Mortgagor and shall be secured by the Security Instrument, unless stipulated otherwise by Mortgagee.
- Mortgagor agrees to make and execute such other documents or papers as may be necessary or (e) required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Mortgagee, shall bind and inure to the heirs, executors, administrators, and assigns of the Mortgagor.

COOK COUNTY

RECORDER OF DEEDS

CANNED BY OUNT CLORA'S OFFICE

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused these presents to be signed and attested to on the day and year first above written.

SENIOR SUITES CHICAGO GAGE LIMITED PARTNERSHIP, an Illinois limited partnership

By: Senior Suites Chicago Corporation, an Illinois corporation, its general

partner

By: Name: Robert Gawronski
Title: Assistant Treasurer

7's Office

STATE OF Illingis

) SS.

COUNTY OF COOK

and State of Ilina's _____, certify that Robert Gawronski, either being personally known to me or proven by satisfactory evidence (said evidence being ______), who is the assistant treasurer of Senior Suites Chicago Corporation, the general parts or of Senior Suites Chicago Gage Limited Partnership is duly authorized to do so, voluntarily executed the force ping instrument on behalf of said partnership for the purposes stated therein.

WITNESS my hand and notarial seal, this _______, 2016.

Notary Public De Soral NA Homo (Type or Print Name)

My Commission Expires:

9.18.2018

(Affix Notarial Seal)

OFFICIAL SEAL
DEBORAH D'ATTOMO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/18/18

[Signatures continue on next page.]

CITY OF CHICAGO

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By: David IJ. Reifman Name: Commissioner, Department of Title: Planning and Development STATE OF ILLINOIS) SS. COUNTY OF COOK LEAL, a Notary Public of the County of Cook and State of Illinois, certify that David J. Reifman, either being personally known to me or proven by satisfactory evidence (said evidence being ______, who is the Commissioner, Department of Planning and Development the City of Chicago is duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said municipal corporation for the purposes stated therein.), who is the Commissioner, Department of Planning and Development of WITNESS my hand and notarial seal, this 15 day of June Nota.
Colling Clarks Office My Commission Expires: (Affix Notarial Seal)

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EXHIBIT A

Lot 20, except the North 20.00 feet thereof, Lots 21 to 30 both inclusive, and that part of the 16.00 foot vacated public alley lying North of a line drawn from the Southwest corner of Lot 24 to the Southeast corner of Lot 25, and lying South of the Westerly extension of the South line of the North 20.00 feet of Lot 20, all in Block 7, in Wilson P. Conover's Subdivision of the Southeast 1/4 of the Northeast 1/4 of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Address: 3244 West 59th Stree (

Chicago, IL 60629

PIN: 19-14-227-016-0000

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY