

**BEVERLY BANK &
TRUST COMPANY,
NATIONAL ASSOCIATION**

**MORTGAGE AND ASSIGNMENT OF
RENTS MODIFICATION
AGREEMENT**

*This document prepared by and mail to:
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Chicago, IL 60601*



Doc#: 1621622215 Fee: \$48.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/03/2016 03:03 PM Pg: 1 of 6

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MORTGAGE AND ASSIGNMENT OF RENTS MODIFICATION AGREEMENT

This MORTGAGE AND ASSIGNMENT OF RENTS MODIFICATION AGREEMENT ("Agreement") is made as of June 2, 2016 by Chicago Title Land Trust Company, as Trustee, and not personally, under a Trust Agreement dated February 4, 1999 and known as Trust 5821 ("Mortgagor"), to Beverly Bank & Trust Company, National Association, a national banking association, formerly known as Hyde Park Bank & Trust Company, having an office at 10258 S. Western Avenue, Chicago, IL 60643 ("Mortgagee").

RECITALS

WHEREAS, (a) Mortgagor and George D. Hanus ("Beneficiary") are indebted to Mortgagee in the principal amount of \$453,350.00 (the "Loan") together with interest thereon from and after the date hereof at the Interest Rate provided in that certain Substituted Mortgage Note of even date herewith in the principal amount of \$453,350.00 executed by Mortgagor and Beneficiary (Mortgagor and Beneficiary are sometimes hereinafter collectively referred to as the "Borrowers") and delivered by them to Mortgagee (the "Note"), payable in monthly installments of principal and interest in the amounts reflected in the amortization schedule to be affixed to said Note plus interest with the final payment of the entire outstanding principal balance with accrued interest thereon due and payable on June 10, 2021 (the "Note"), which Note has been issued in substitution and restatement of, and not as a novation or negation of, that certain Promissory Note in the principal amount of \$500,000.00 dated as of January 26, 2012 executed and delivered by Mortgagor to Mortgagee (the "Prior Note"); and (b) Beneficiary is indebted to Mortgagee for the payment and performance of all indebtedness, liabilities, fees, costs, assessments, or obligations, now existing or hereafter arising, due or to become due, absolute or

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contingent, of the Beneficiary to the Mortgagee under the Swap Transaction (as defined in the Note) (the "Swap Indebtedness"); and

WHEREAS, Beneficiary is the sole beneficiary of Mortgagor. Beneficiary is the grantor, trustee and beneficiary of a revocable trust which is the sole beneficiary of Chicago Title Land Trust Company, as Trustee, and not personally, under a Trust Agreement dated May 23, 1979 and known as Trust 3895 ("Trust 3895"). Beneficiary's mother is the settlor, his spouse is the trustee and his children are the beneficiaries of a trust which is the sole beneficiary of Chicago Title Land Trust Company, as Trustee, and not personally, under a Trust Agreement dated March 3, 1992 and known as Trust 5543 ("Trust 5543"). Beneficiary and his spouse are the sole beneficiaries of Chicago Title Land Trust Company, as Trustee, and not personally, under a Trust Agreement dated May 10, 1976 and known as Trust 2993 ("Trust 2993"). Trust 3895 is also indebted to Mortgagee in the principal amount not to exceed \$471,097.00 ("Trust 3895 Loan") as evidenced by that certain Substituted Mortgage Note of even date herewith executed and delivered by Trust 3895 and Beneficiary to Lender ("Trust 3895 Note"). Trust 2993 is also indebted to Lender in the principal amount not to exceed \$663,970.00 ("Trust 2993 Loan") as evidenced by that certain Substituted Mortgage Note of even date herewith executed and delivered by Trust 2993 and Beneficiary to Lender ("Trust 2993 Note"). Trust 5543 is also indebted to Lender in the principal amount not to exceed \$1,229,484.00 ("Trust 5543 Loan") as evidenced by that certain Substituted Mortgage Note of even date herewith executed and delivered by Trust 5543 and Beneficiary to Lender ("Trust 5543 Note"). The Trust 3895 Loan, Trust 2993 Loan and Trust 5543 Loan are hereinafter collectively referred to as the "Other Loans". The Trust 3895 Note, Trust 2993 Note and Trust 5543 Note are hereinafter collectively referred to as the "Other Notes".

WHEREAS, the loan indebtednesses evidenced by the Prior Note and now evidenced by the Note is further evidenced and secured by that certain Mortgage ("Mortgage") and Assignment of Rents ("Assignment of Rents") each dated January 26, 2012 made by Mortgagor to Mortgagee and each recorded on February 1, 2012 with the Cook County Recorder of Deeds as Document Nos. 1203211054 and 1203211055, respectively, encumbering and relating to that certain real estate located in Cook County, Illinois and legally described on Exhibit A attached hereto (the "Mortgaged Premises"). Said Mortgage and Assignment of Rents together with the Note, the Other Notes, the Related Documents defined in the Note, and all other documents or instruments evidencing or securing any of the Loan, the Other Loans, the Related Documents or the Swap Transaction, as may be modified and extended, are hereinafter collectively referred to as the "Loan Documents"; and

WHEREAS, Mortgagor desires to modify the Mortgage and Assignment of Rents to provide that such Mortgage and Assignment of Rents continue in full force and effect to secure the Loan as now evidenced by the Note, to provide that the Loan and Swap Indebtedness be cross-defaulted and cross-collateralized with the Other Loans, in that regard to additionally secure any indebtedness of Beneficiary under the Swap Indebtedness, Swap Transaction and the Related Documents (as defined in the Note), to additionally secure each of the Other Loans as

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evidenced by the Other Notes, to additionally secure any modifications, renewals or extensions of the Note, the Other Notes and the Loan Documents and to provide that any defaults under the Other Loans or of the Swap Indebtedness shall constitute additional Events of Default under the Mortgage and Assignment of Rents, pursuant to the terms, covenants and conditions set forth herein; and

WHEREAS, to induce the Mortgagee to issue the Loan evidenced by the Note and the Swap Transaction, Mortgagor has offered to enter into this Agreement. Mortgagee has accepted such offer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, Mortgagor hereby agrees with the Mortgagee as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference as if fully set forth in this Paragraph 1 of the Agreement.
2. Each of the Mortgage and Assignment of Rents is hereby modified as follows:
 - a. To continue in full force and effect to evidence and secure, without limitation, each of (i) the Loan as now evidenced by the Note, (ii) any indebtedness of Beneficiary under the Swap Indebtedness, Swap Transaction and Related Documents (as defined in the Note), (iii) each of the Other Loans as evidenced by the Other Notes, (iv) any indebtedness or obligations of any of Borrowers under any modifications, renewals or extensions of the Note, the Other Notes the Swap Transaction or the Related Documents, and (v) the full and timely payment by Borrowers to Mortgagee of all sums due and owing and the performance of Borrower's obligations and agreements pursuant to the Note, Other Notes, Related Documents or any of the other Loan Documents;
 - b. Such that any reference in such Mortgage or Assignment of Rents to "Note" which is evidenced or secured by such Mortgage or Assignment of Rents, as the case may be, shall mean each of the Note and the Other Notes; and
 - c. Such that any reference in the Mortgage or Assignment of Rents to the maturity date of the Loan evidenced by the Note shall mean June 10, 2021.
 - d. To provide that any default in the payment, performance or observance of any of the Other Notes, Related Documents or other Loan Documents shall constitute additional Events of Default under each of the Mortgage and Assignment of Rents.

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3. Mortgagor shall pay to the Mortgagee all out-of-pocket costs and expenses incurred by Mortgagee in connection with this Agreement.

4. In all respects, other than those expressly amended, modified or supplemented hereby, Mortgagor does hereby ratify and confirm the provisions, terms and conditions of the Note, Mortgage, Assignment of Rents and each of the Related Documents referenced in the Note.

5. **Trustee Exculpation.** This Agreement is executed by Mortgagor, in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust which in part is securing the payment hereof and of the liabilities secured by the Mortgage and Assignment of Rents, and through enforcement of the provisions of the Note, the Mortgage, Assignment of Rents, other Loan Documents and any other collateral or guaranty from time to time securing payment and performance of said liabilities; no personal liability shall be asserted or be enforceable against the trustee, because or in respect of this Agreement or the making, issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed the day and year above written.

MORTGAGOR:

Chicago Title Land Trust Company, as Trustee, and not personally, under a Trust Agreement dated February 4, 1999 and known as Trust 5821

By: Nancy A. Carlin
Name: Nancy A. Carlin
Title: Trust Officer

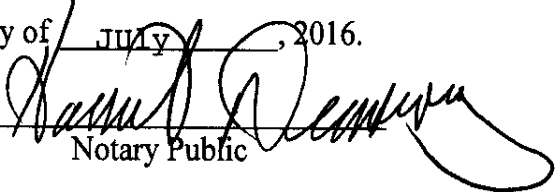


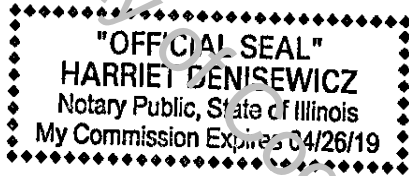
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Nancy A Carlin, personally known to me to be the same person whose name as Trust Officer of Chicago Title Land Trust Company as trustee, is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he/she, being thereunto duly authorized, signed and delivered said instrument as his/her own free and voluntary acts and as the free and voluntary acts of said Chicago Title Land Trust Company, not personally, but as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of JULY, 2016.


Notary Public



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EXHIBIT A
To
MORTGAGE AND ASSIGNMENT OF RENTS MODIFICATION AGREEMENT

LEGAL DESCRIPTION

LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10 IN BLOCK 16 IN FREDERICK H. BARTLETT'S CENTERFIELD, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 158.00 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PIN: 19-10-119-001-0000, 19-10-119-002-0000, 19-10-119-003-0000, 19-10-119-004-0000, 19-10-119-005-0000, 19-10-119-006-0000, 19-10-119-007-0000, 19-10-119-008-0000, 19-10-119-009-0000 and 13-21-203-010-0000

Address: 5001-5025 S. Cicero, Chicago, IL 60632