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Doc#: 1832419161 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/20/2018 10:22 AM Pg: 1 of 6

Adam R. Moreland
Chuhak & Tecson, P.C.
30 South Wacker Drive, Suite 2600
Chicago, Illinois 60606

Property: 1100 W. Golf/1301 W. Algonquin
Rolling Meadows, Illinois

P.I.N.: 08-09-302-014-0000

THIRD MODIFICATION OF MORTGAGE

1st THIS THIRD MODIFICATION OF MORTGAGE ("**Modification**") is made as of June 1st, 2018 by **THE CHICAGO TRUST COMPANY, N.A.**, f/k/a Wayne Hummer Trust Company, as successor to Hinsbrook Bank and Trust, not individually but as Trustee under Trust Agreement dated August 1, 2001 and known as Trust No. 01-041 ("**Mortgagor**"), to and for the benefit of **SCHAUMBURG BANK & TRUST COMPANY, N.A.**, a national banking association, its successors and assigns ("**Mortgagee**").

RECITALS

A. Mortgagor and Mortgagee have entered into a Real Estate Mortgage from Mortgagor to Mortgagee dated August 20, 2001, and recorded with the Cook County Recorder of Deeds on October 2, 2001, as Document No. 010916145, and re-recorded on December 13, 2001, as Document No. 011180945, as modified by that certain Modification of Mortgage from Trust in favor of Lender dated effective as of March 1, 2013 and recorded with the Cook County Recorder of Deeds on August 29, 2013 as Document No. 1324116002, and as most recently modified by that certain Second Modification of Mortgage from Trust in favor of Lender dated effective as of July 10, 2015, and recorded with the Cook County Recorder of Deeds of July 27, 2015 as Document No. 1520808206 (collectively "**Mortgage**"), affecting real property located in Cook County, Illinois and legally described as follows:

See Legal Description on Exhibit A, attached hereto and made a part hereof.

Commonly known as 1100 W. Golf/1301 W. Algonquin, Rolling Meadows, IL ("**Real Estate**").

B. The Mortgage currently secures a loan facility provided by Mortgagee to the Mortgagor and Wolf Investment Properties, LLC, an Illinois limited liability company ("**Wolf**" and, collectively with Mortgagor, "**Borrowers**") on or about August 20, 2001 in the original

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principal amount of One Million Nine Hundred Seventy-Three Thousand Nine Hundred Seventeen and 14/100 Dollars (\$1,973,917.14), as thereafter modified ("Loan").

C. The Mortgage was previously amended by that certain Loan Modification and Assumption Agreement dated May 25, 2012, and recorded with the Cook County Recorder of Deeds on July 2, 2012, as Document No. 1218416012, that certain Second Loan Modification Agreement dated October 29, 2012, and recorded with the Cook County Recorder of Deeds on November 7, 2012, as Document No. 1231244064, that certain Third Loan Modification Agreement dated effective as of March 1, 2013, and that certain Fourth Loan Modification Agreement dated effective as of July 10, 2015 (collectively, "Prior Modifications").

D. Mortgagee is willing to agree to modify the Loan pursuant to a Fifth Loan Modification Agreement of even date herewith, by and between Borrowers and Mortgagee, in relation to the Loan ("Modification Agreement"), provided that the Mortgage is modified in accordance with the terms of such Modification Agreement as hereinafter set forth. Any capitalized term not defined in herein shall have the definition ascribed to it in the Loan Documents (as defined in the Modification Agreement).

MODIFICATIONS AND AGREEMENTS

1. Modifications. Mortgagor hereby modify the Mortgage as follows:

a. Any reference in the Security Instruments to "Loan Agreement" shall mean and refer to that certain Commercial Debt Modification Agreement between Borrowers and Lender dated November 28, 2001, as thereafter modified most recently by that certain Fifth Loan Modification Agreement dated effective as of even date herewith, executed by and between Borrowers and Mortgagee, among others, and all other subsequent amendments, supplements, modifications, renewals, extensions, restatements, substitutions and replacements thereof; and

b. Any reference in the Security Instruments to "Note" shall mean and refer to that certain Third Amended and Restated Promissory Note dated as of even date herewith, in the original principal amount of One Million Three Hundred Thirty Thousand Eight Hundred Thirteen and 00/100 Dollars U.S. (\$1,330,813.00), from Borrowers in favor of Mortgagee dated effective as of even date hereof, and all future amendments, restatements, renewals, supplements and modifications thereto.

2. 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 its respective terms, as a first priority lien. Consent by Mortgagee to this Modification does not waive Mortgagee's right to require strict performance of the Mortgage as changed above nor obligate Mortgagee to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Notes or other credit agreement secured by the Mortgage. It is the intention of Mortgagee to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Notes including accommodation parties, unless a party is expressly released by Mortgagee in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the

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original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Mortgagee 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.

3. Mortgage Validity. The Mortgage represents the unconditional, absolute, valid and enforceable obligation of and against Mortgagor in favor of Mortgagee. Mortgagor has no claims, counterclaims or set-offs with respect to the Loans or the Loan Documents as modified herein or in the Modification Agreement. Mortgagor understands and acknowledges that the Mortgagee entered into the Modification Agreement in reliance upon, and in partial consideration for, this acknowledgment and representation, and agrees that such reliance is reasonable and appropriate. The undersigned Mortgagor hereby confirms and reaffirms all of the representations and warranties in the Mortgage as of the date hereof as being true, accurate and complete.
4. Time. Time is of the essence of this Modification and each term hereof.
5. General Provisions. Any waiver contained in this Modification is singular in nature and should not be construed to represent a waiver of any other term of this Modification, nor should any such waiver be considered continuing in nature.
6. Governing Law. This Modification and all other Loan Documents and the rights and obligations of the parties hereto shall be governed by the laws of the State of Illinois without regard to principles concerning choice of law. In any action arising out of or connected with the Mortgage or this Modification, the Mortgagor hereby expressly consents to the personal jurisdiction of any state or federal court located in the State of Illinois and also consents to service of process by any means authorized by federal or governing state law.
7. Counterparts. This Modification may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same instrument. This Modification shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.
8. Authority. The signatories hereto state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

Remainder of page left blank intentionally – signature page to follow.

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IN WITNESS WHEREOF, the parties have executed this Modification of Mortgage as of the date first above written.

MORTGAGOR:

THE CHICAGO TRUST COMPANY, AS
SUCCESSOR TRUSTEE UNDER TRUST
AGREEMENT DATED AUGUST 1, 2001
AND KNOWN AS TRUST NO. 01-041

By: [Signature]
Name: Linda S. Pitrowski
Title: Vice President + Trust Ofc.

MORTGAGEE:

SCHAUMBURG BANK & TRUST
COMPANY, N.A., a national banking
association

By: [Signature]
Name: Lorinda Moore
Title: Vice President

Property of Cook County Clerk

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 of 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. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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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 Linda J Pitrowski, personally known to me to be the V.P. & Trust Officer of THE CHICAGO TRUST COMPANY, N.A., f/k/a Wayne Hummer Trust Company, as successor to Hinsbrook Bank and Trust, not individually but as Trustee under Trust Agreement dated August 1, 2001 and known as Trust No. 01-041, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of THE CHICAGO TRUST COMPANY, N.A., f/k/a Wayne Hummer Trust Company, as successor to Hinsbrook Bank and Trust, not individually but as Trustee under Trust Agreement dated August 1, 2001 and known as Trust No. 01-041, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of September, 2018.

Deborah M. Derkacy
Notary Public

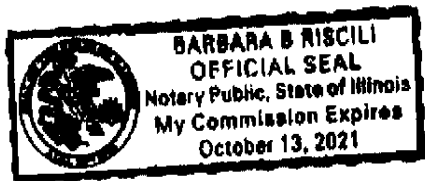
My commission expires: 8/21/2020



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 Zornitsa Titova, personally known to me to be the Vice President of Schaumburg Bank & Trust Company, N.A., and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of September, 2018.



Barbara B. Riscili
Notary Public

My commission expires: _____

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EXHIBIT A

LEGAL DESCRIPTION

LOT 3 IN JCP MEADOWS SUBDIVISION, BEING A SUBDIVISION OF SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 1984 AS DOCUMENT 27257817, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as: 1100 W. Golf/1301 W. Algonquin, Rolling Meadows, Illinois

P.I.N.: 08-09-302-014-0000

Property of Cook County Clerk's Office