

# UNOFFICIAL COPY

Doc#. 1835510016 Fee: \$60.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 12/21/2018 09:30 AM Pg: 1 of 7

RECORDATION REQUESTED BY:  
THE NORTHERN TRUST  
COMPANY  
MAIN BANKING OFFICE  
50 S. LASALLE STREET  
CHICAGO, IL 60603

WHEN RECORDED MAIL TO:  
THE NORTHERN TRUST  
COMPANY  
MAIN BANKING OFFICE  
50 S. LASALLE STREET  
CHICAGO, IL 60603

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Helen J Houser, Loan Closer  
THE NORTHERN TRUST COMPANY  
50 S. LASALLE STREET  
CHICAGO, IL 60603

FIDELITY NATIONAL TITLE EG800006774

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 7, 2018, is made and executed between Stephen W. Baird, as trustee of the Stephen W. Baird Declaration of Trust, and Susan Merritt Baird, as trustee of the Susan Merritt Baird Declaration of Trust, as tenants in common, , whose address is 59 Lakewood Drive, Glencoe, IL 60022 (referred to below as "Grantor") and THE NORTHERN TRUST COMPANY, whose address is 50 S. LASALLE STREET, CHICAGO, IL 60603 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 19, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 21, 2009 under Document# 0902108218 of the Public Records of Cook County, Illinois.

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

UNIT 26A IN THE RESIDENCES AT 900 CONDOMINIUM ASSOCIATION, A DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1, 2, 3 AND 4 IN THE PLAT OF RESUBDIVISION OF 900 NORTH MICHIGAN NO. 2, PART OF THE LAND, PROPERTY AND SPACE OF LOTS 1, 5 AND 6 IN "900 NORTH MICHIGAN", BEING A RESUBDIVISION OF LAND, PROPERTY AND SPACE OF PART OF BLOCK 13 AND THE ACCRETIONS THERETO IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 9, 1989 AS DOCUMENT 89208433, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0736115108, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 3800629208

Page 2

UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

PERPETUAL EASEMENTS AND OTHER EASEMENT RIGHT FOR THE BENEFIT OF PARCEL 1 AS DECLARED AND CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 107701 AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 113495 DATED AS OF APRIL 20, 1989 as document 89208434, SAID EASEMENTS BEING OVER LOTS 4 AND 5 IN 900 NORTH MICHIGAN, BEING A RESUBDIVISION OF THE LAND, PROPERTY AND SPACE OF PART OF BLOCK 13 AND THE ACCRETIONS THERETO IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 9, 1989 AS DOCUMENT 89208433, IN COOK COUNTY, ILLINOIS.

AS FURTHER DESCRIBED IN THE ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED AS OF APRIL 27, 2005 AND RECORDED APRIL 28, 2005 AS DOCUMENT NUMBER 0511845085 BY AND BETWEEN 900 TOWER, LLC AND 900 NORTH MICHIGAN, LLC.

**PARCEL 3:**

EASEMENTS IN FAVOR OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN 900 TOWER, LLC AND 900 NORTH MICHIGAN, LLC DATED APRIL 27, 2005 AND RECORDED APRIL 28, 2005 AS DOCUMENT NUMBER 0511845100 FOR THE FOLLOWING PURPOSES: (1) INGRESS AND EGRESS OVER, ON AND ACROSS THE "ROP PROPERTY" AS DEFINED THEREIN; (2) IN AND TO ALL STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, FOUNDATIONS, COLUMNS, AND BEAMS AND OTHER SUPPORTING COMPONENTS LOCATED WITHIN OR CONSTITUTING A PART OF THE "ROP PROPERTY" AS DEFINED THEREIN; (3) THE USE FOR THEIR INTENDED PURPOSES OF ALL FACILITIES AT ANY TIME LOCATED IN THE "ROP PROPERTY" AS DEFINED THEREIN AND CONNECTED FACILITIES AT ANY TIME LOCATED IN THE "ROP PROPERTY" AS DEFINED THEREIN WHICH PROVIDE OR SHALL BE NECESSARY TO PROVIDE THE INSURED LAND WITH ANY UTILITIES OR OTHER SERVICES OR WHICH OTHERWISE MAY BE NECESSARY TO THE OPERATION OF THE INSURED LAND; (4) TO MAINTAIN ENCROACHMENTS; (5) FOR INGRESS AND EGRESS OVER, ON, ACROSS, AND THROUGH THOSE SECTIONS OF THE COMMON OR FIRE STAIRWAYS LOCATED IN THE "ROP PROPERTY" AS DEFINED THEREIN; AND (6) USE OF THE TRUCKING CONCOURSE AND AS AMENDED BY AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS DATED AUGUST 27, 2007 AND RECORDED AUGUST 27, 2007 AS DOCUMENT NUMBER 0723960081 MADE BY LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 2, 1987 AND KNOWN AS TRUST NO. 111150, 900 TOWER, LLC A DELAWARE LIMITED LIABILITY COMPANY AND THE 132 EAST DELAWARE PLACE CONDOMINIUM ASSOCIATION.

**PARCEL 4:**

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE "26A", A LIMITED COMMON ELEMENT, AS DEFINED IN THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0724015057 AND AMENDED BY FIRST AMENDMENT RECORDED DECEMBER 27, 2007 AS DOCUMENT 0736115108 AND DEPICTED ON THE SURVEY ATTACHED AS EXHIBIT "A".

The Real Property or its address is commonly known as 77 E. Walton Street, Unit 26A., Chicago, IL 60611. The Real Property tax identification number is 17-03-211-041-1031.

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

**Lender and Borrower(s) have agreed to:**

- Extend the maturity date of the loan secured by the mortgage from December 15, 2018 to November 7, 2028

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 3800629208

Page 3

-The rate of the loan is being changed from Wall Street Journal Prime minus 0.750% with a floor of 2.000% to One Month London Interbank Offered Rate plus 3.100% with a floor of 3.000%

All other terms and conditions remain the same and unchanged

**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 endorsers 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.

**PERSONAL PROPERTY.** The term "Personal Property" as used and defined in this Mortgage/Deed of Trust shall be strictly construed to mean such property that is attached to and affixed to the real property so as to become fixtures thereon, and to property rights that may, by operation of law, be defined as personal property, but are integral to and a permanent part of the land, such as utility and water means delivery, and effluent treatment or extraction from the land. "Personal Property" shall not be interpreted to mean moveable contents in or upon the land including, but not limited to furniture, paintings, jewelry or items of personally that may be insured separately from the buildings or structures upon the land.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 7, 2018.**

**FIDELITY NATIONAL TITLE** EQ800006774

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 3800629208

Page 4

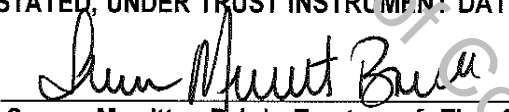
GRANTOR:

THE STEPHEN W. BAIRD DECLARATION OF TRUST, AMENDED AND RESTATED, UNDER TRUST INSTRUMENT DATED APRIL 29, 2005

By: 

Stephen W. Baird, Trustee of The Stephen W. Baird Declaration of Trust, amended and restated, under trust instrument dated April 29, 2005

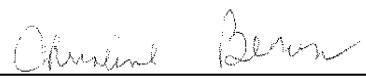
THE SUSAN MERRITT BAIRD DECLARATION OF TRUST AMENDED AND RESTATED, UNDER TRUST INSTRUMENT DATED DECEMBER 1, 1989

By: 

Susan Merritt Baird, Trustee of The Susan Merritt Baird Declaration of Trust amended and restated, under trust instrument dated December 1, 1989

LENDER:

THE NORTHERN TRUST COMPANY

X   
Authorized Signer

FIDELITY NATIONAL TITLE EQ80000674

Deputy County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 3800629208

Page 5

### TRUST ACKNOWLEDGMENT

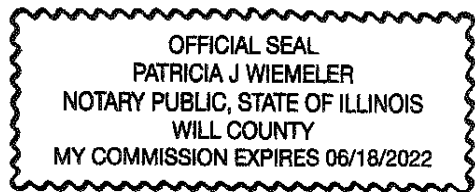
STATE OF Illinois )  
 ) SS  
 COUNTY OF Will )

On this 10th day of November, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared **Stephen W. Baird, Trustee of The Stephen W. Baird Declaration of Trust, amended and restated, under trust instrument dated April 29, 2005**, 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 Patricia J. Wiemeler Residing at 201 Keithland Ct., New Lenox

Notary Public in and for the State of Illinois

My commission expires 6/18/2022



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 3800629208

Page 6

### TRUST ACKNOWLEDGMENT

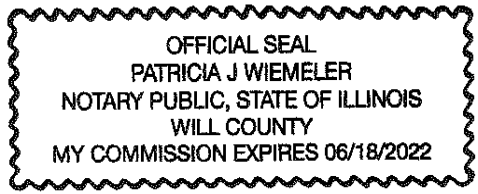
STATE OF Illinois )  
 ) SS  
 COUNTY OF Will )

On this 10th day of November, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared **Susan Merritt Baird, Trustee of The Susan Merritt Baird Declaration of Trust amended and restated, under trust instrument dated December 1, 1989**, 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 Patricia J. Wiemeler Residing at 201 Keithland Ct., New Lenox

Notary Public in and for the State of Illinois

My commission expires 6/18/2022



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# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 3800629208

Page 7

### LENDER ACKNOWLEDGMENT

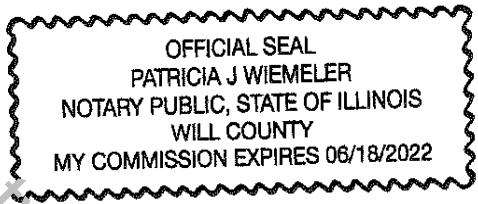
STATE OF Illinois )  
 ) SS  
 COUNTY OF Will )

On this 10th day of November, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared Christine Brown and known to me to be the Vice President, authorized agent for **THE NORTHERN TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **THE NORTHERN TRUST COMPANY**, duly authorized by **THE NORTHERN TRUST COMPANY** 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 **THE NORTHERN TRUST COMPANY**.

By Patricia J. Wiemeier Residing at 201 Keitwand Ct., New Lenox

Notary Public in and for the State of Illinois

My commission expires 6/18/2022



**FIDELITY NATIONAL TITLE** EQ80000674