# Chicago Title

## **UNOFFICIAL COPY**

## THIS INSTRUMENT WAS PREPARED BY:

Wolin Law Group LLC 100 North LaSalle Street Suite 800 Chicago, Illinois 60602

Attention: Julie L. Kaminski

# \*2332519991\*

Doc# 2332510001 Fee \$88.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH COOK COUNTY CLERK

DATE: 11/21/2023 09:12 AM PG: 1 OF 5

#### **UPON RECORDATION RETURN TO:**

Cathay Bank
222 West Cermak Road
Chicago, Illinois 00016
Attention: Loan Department

15013383LFE, MM, 1:7

(Space Above For Recorder's Use)

## MCDLFICATION TO MORTGAGE

MODIFYING DOCUMENT NO. 1525710072

CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED APPLL 19, 1999
AND KNOWN AS TRUST NUMBER 600995-04, as Borrower

and

CATHAY BANK, as Lender

COLLATERAL IS OR INCLUDES FIXTURES

Dated:

As of November 1, 2023

Property Address:

1111 West Pershing Road

Chicago, Illinois 60609

Tax Parcel:

20-05-200-011-0000; 20-05-200-030-0000; and

20-05-200-079-0000

County:

Cook

Loan No.:

2000042534-100

## **UNOFFICIAL COPY**

THIS MORTGAGE MODIFICATION (this "Agreement") is made as of November 1, 2023, by and between CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR IN INTEREST TO LASALLE BANK NATIONAL ASOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 19, 1999 AND KNOWN AS TRUST NUMBER 600995-04, having an address at 10 South LaSalle Street, Suite 2750, Chicago, Illinois 60603 ("Borrower") and CATHAY BANK, a California banking corporation, having address at 222 West Cermak Road, Chicago, Illinois 60616 ("Lender"), and amends and modifies that certain Mortgage, encumbering the property as described on Exhibit "A" as follows:

### WITNESSETH:

MORTGAGE. The Mortgage shall mean that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing in the original principal amount of EIGHT HUNDRED THOUSAND 00/100 AND 00 DOLLARS (\$800,000.00), dated July 15, 2015, and recorded September 14, 2015, as Document Number 1525710072 and modified by Instrument recorded October 3, 2016 as Document Number 1627719074, and further modified by Instrument recorded October 1, 2018 as Document Number 1827413031, and further modified by Instrument recorded August 23, 2019 as Document Number 1924013149; and further modified by Instrument recorded November 24, 2021 as Document Number 2132815003.

- 2. MATURITY DATE. The Maturity Date shall mean October 31, 2025.
- 3. <u>No Further Modifications</u>. Except as specifically provided in this Modification, the Mortgage is not modified or amended. Any property or rights to or interest in property granted as security in the Mortgage shall remain as security for the Loan and the obligation of the Mortgagor.
- 4. <u>REAFFIRMATION</u>. Mortgagor restates and reaffirms the terms and conditions of the Mortgage, and acknowledges that it is a valid, existing lier, on the Property securing the Note, as amended and restated from time to time.

This instrument is executed by the undersigned 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 descried and has no agent, 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 on account of any warranty, indemnity, representation, covenant, undertaking or agreement of 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 hereof.

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IN WITNESS WHEREOF THIS MODIFICATION has been executed by Borrower as of the day and year first above written.

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 the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely us a capacity as Trustee and not personally. No personal hamilty or personal responsibility is assumed by or shall at any time he asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument. Trustee in this instrument.

CHICAGO TITLE LAND TRUST COMPANY, as successor Trustee to American National Bank and Trust Company, as Trustee under trust agreement dated April 19, 1999 and known as Trust Number 6000995-04

By:

Name:

Its:

MAURA MANNIX VICE PRESIDENT

SEA

Manager - Ch

Team

TLE LAND TRUS

CORPORATE

By: Name: Its: CATHAY BANK, a California banking Capopaul

Johns Clarks Office

## **UNOFFICIAL COPY**

STATE OF ILLINOIS )
COUNTY OF look )
I, a Notary Public, in and for said County in the State aforesaid, <b>DO HEREBY CERTIFY</b> that Many an officer of the <b>CHICAGO TITLE LAND TRUST COMPANY</b> , personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial seal this gradual day of, 2023.
"OFICIAL SEAL" RACHEL FIUIT SING NOTARY PUBLIC STATE OF RUNIOIS NOTARY PUBLIC STATE OF RUNIOIS
My Commission Expires \$2/21/2026
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 Jud? Logistic personally known to me to be the FVP of CATHAY BANK, a California banking corporation, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he/she signed and delivered raid instrument as his/her free and voluntary act and deed of said banking corporation, for the uses and purposes therein set forth.
Given under my hand and official seal this 1 st day of November, 2023.
IN PENG LEONG Official Seal Notary Public - State of Illinois My Commission Expires Jun 22, 2026

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#### **EXHIBIT A**

#### **Description of Land**

#### PARCEL "A":

A PARCEL OF LAND CONSISTING OF A PART OF EACH OF LOTS 1 AND 2 IN STOCK YARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF THE EAST 2120.35 FEET OF SAID EAST 1/2 OF SECTION 5 AT A POINT WHICH IS 64.77 FEET SOUTH FROM THE NORTH LINE OF SAID EAST 1/2 OF SECTION 5 AND RUNNING THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 2120.35 FEET, A DISTANCE OF 284.54 FEET, THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 214.70 FEET TO A POINT ON THE EAST LINE OF THE WEST 310.00 FEET OF SAID EAST 1/2 OF SECTION 5 WHICH IS 348.86 FEET SOUTH FROM THE NORTH LINE OF SAID EAST 1/2 OF SECTION 5; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 310.00 FEET OF SAID EAST 1/2 OF SECTION 5, A DISTANCE OF 250.68 FEET TO A POINT WHICH IS 98.18 FEET SOUTH FROM THE NORTH LINE OF SAID EAST 1/2 OF SECTION 5, THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 175.15 FEET TO A POINT WHICH IS 70.70 FEET SOUTH FROM THE NORTH LINE AND 2161.82 FEET WEST FROM THE EAST LINE OF SAID EAST 1/2 OF THE SECTION 5 AND THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND FLAVING A RADIUS OF 1348.00 FEET, AN ARC DISTANCE OF 41.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL "B":

A PARCEL OF LAND CONSISTING OF A PART C.F. FACH OF LOTS 1 AND 2 IN STOCK YARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 N.) RTH. RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF THE EAST 2120.35 FEET OF SAID EAST 1/2 OF SECTION 5. AT A POINT WHICH IS 54.00 FEET SOUTH FROM THE NORTH LINE OF SAID EAST 1/2 OF SECTION 5 AND RUNNING THENCE WEST ALONG A LINE WHICH IS 54.00 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID EAST 1/2 OF SECTION 5 (BEING THE SOUTH LINE OF WEST PERSHING ROAD AS WIDENED) A DISTANCE OF 14.45 FEET TO A POINT WHICH IS 510.00 FEET EAST FROM THE WEST LINE OF SAID EAST 1/2 OF SECTION 5, THENCE SOUTHWESTWARDL' ALONG A STRAIGHT LINE, A DISTANCE OF 200.24 FEET TO A POINT ON THE EAST LINE OF THE WEST 3:0.00 FEET OF SAID EAST 1/2 OF SECTION 5 WHICH IS 64.00 FEET SOUTH FROM THE NORTH LINE OF SAID LAST 1/2, THENCE SOUTH ALONG THE AFORESAID EAST LINE OF THE WEST 310.00 FEET A DISTANCE OF 34.18 FEET THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 175.15 FEET TO A POINT WHICH IS 70.70 FEET SOUTH FROM THE NORTH LINE AND 2161.82 FEET WEST FROM THE LAST LINE OF SAID EAST 1/2 OF SECTION 5, THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 1348.00 FEET AN ARC DISTANCE OF 41.89 FFET TO A POINT ON SAID WEST LINE OF THE EAST 2120.35 FEET OF THE EAST 1/2 OF SECTION 5, WHICK IS 64.77 FEET SOUTH FROM THE NORTH LINE OF SAID EAST 1/2 AND THENCE NORTH ALONG THE AFGRESAID WEST LINE OF THE EAST 2120,35 FEET, A DISTANCE OF 10,77 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Common Address: 1111 West Pershing Road, Chicago, Illinois 60609

PIN: 20-05-200-011-0000; 20-05-200-030-0000; and 20-05-200-079-0000