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MODIFICATION OF MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES
AND LOAN DOCUMENTS

THIS MODIFICATION is made and entered into this 10th day of December, 1985, by and between American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated December 1, 1984 and known as Trust No. 62982 (hereinafter referred to as "Borrower") and Lyons Savings and Loan Association (hereinafter referred to as "Lender").

WHEREAS, on December 17, 1984, Borrower executed a certain Note in the amount of FIFTY TWO THOUSAND NINE HUNDRED FIFTYAND NO/100 (\$ 52,950.00) DOLLARS payable to Lender; and

WHEREAS, said Note is secured by a certain Mortgage and a certain Assignment of Rents and Leases both dated December 17, 1984, and recorded in the Office of the Recorder of Deeds for Cook County, Illinois on December 20, 1984 as documents numbers 27377552 and 27377553, respectively, and securing the real property legally described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the Borrower and Lender have modified the terms and conditions of said Note, as evidenced by a Modification of Note of even date herewith, to increase the amount of said loan and therefore the parties desire to modify the terms and conditions of said Mortgage, Assignment of Rents and Leases and other Loan Documents to reflect the terms so modified in the Note;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties as follows:

1. That all of the recitals contained herein are true in substance and in fact and are incorporated into this Modification.
2. Unless otherwise defined herein, terms defined in the Loan and Security Agreement of even date of the Note and also securing the Note shall have such defined meanings when used herein.
3. The second paragraph of the recital of the Mortgage is hereby amended to delete the following language:

"Witnesseth, that to secure the payment of an indebtedness in the amount of FIFTY TWO THOUSAND NINE HUNDRED FIFTYAND NO/100 (\$ 52,950.00) DOLLARS ..."

PREPARED BY - ~~THOMAS~~

PIN # 14-32-203-02a

UNITS 106 AND 68, 2358 N. SHEFFIELD AVE.
CHICAGO, ILLINOIS

WILL CALL

Guerard, Konowko, and Drenk Ltd.
100 West Roosevelt Rd. A-1
Wheaton, IL 60187

Attn: Richard M. Guerard

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and substituted in its place is the following language: 5

"Witnesseth, that to secure the payment of an indebtedness in the amount of FIFTY THREE THOUSAND ONE HUNDRED SIXTY ONE AND 66/100 (\$ 53,161.66) DOLLARS ...;"

4. All Loan Documents are hereby modified as follows:

Any reference to the Loan Amount of FIFTY TWO THOUSAND NINE HUNDRED FIFTY AND NO/100 (\$52,950.00) DOLLARS is hereby deleted and the Modified Loan Amount of FIFTY THREE THOUSAND ONE HUNDRED SIXTY ONE AND 66/100 (\$ 53,161.66) DOLLARS is hereby substituted in its place.

5. The Loan and Security Agreement is modified to add the following:

(a) The Borrower hereby agrees that if the Lender, in its sole discretion, is dissatisfied with the performance of the property manager then, at the request of the Lender, the Borrower will replace said manager with a manager approved by Lender.

(b) The Borrower hereby agrees to establish an account at Lyons Savings and Loan Association into which will be deposited on an annual basis all income earned from the Property in excess of amounts necessary to pay all operating and management expenses, debt service on the Mortgage to Lender appurtenant to the property, condominium association payments and any and all special assessments of the condominium associations ("Pledge Account").

6. Notwithstanding anything to the contrary herein, the terms and conditions of the aforementioned Mortgage, Assignment of Rents and Leases and Loan Documents not expressly modified by the terms of this Agreement, shall remain in full force and effect. In all other respects, the Borrower expressly reaffirms all other terms, conditions and covenants of the Mortgage, Assignment of Rents and Leases and Loan Documents as identified above.

7. This Modification of Mortgage, Assignment of Rents and Leases and Loan Documents is executed by the undersigned Mortgagor, not personally but as Trustee as aforementioned in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Mortgage, Assignment of Rents and Leases and Loan Documents and this Modification of Mortgage, Assignment of Rents and Leases and

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Loan Documents. No personal liability shall be asserted or be enforceable against the Borrower or any person interested beneficially or otherwise in said property specifically described in said Mortgage, Assignment of Rents and Leases and Loan Documents given to secure the payment of the Note, as modified, or in the property or funds at any time subject to said Trust Agreement, because or in respect of this Modification of Mortgage, Assignment of Rents and Leases and Loan Documents or upon the making, issue or transfer, all such liability, if any, being expressly waived by each subsequent holder. The foregoing notwithstanding, nothing contained herein shall modify or discharge the personal liability expressly assumed by the Guarantors hereof, and each original and successive holder of this Modification of Mortgage Assignment of Rents and Leases and Loan Documents must accept the same and the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the sale or other disposition thereof, but that in case of default in the payment under the Mortgage, Assignment of Rents and Leases and Loan Documents as modified, or any installment thereof, the sole remedy of the holder thereof shall be by the enforcement of any remedy available against Borrower under the Mortgage or the enforcement of any remedy available under the Mortgage or the enforcement of any remedy available under the Loan Documents given to secure the indebtedness evidenced by the Note and secured by the Mortgage, Assignment of Rents and Leases and Loan Documents as modified hereby, in accordance with the terms and provisions in said Mortgage, Assignment of Rents and Leases and Loan Documents set forth or by action to enforce the personal liability of the guarantors, if any, of the payment hereof, or both.

IN WITNESS WHEREOF, the parties have executed this Modification of Mortgage, Assignment of Rents and Leases and Loan Documents this 10th day of December, 1985.

LYONS SAVINGS AND LOAN
ASSOCIATION

BY: [Signature]

Its: A. J. P.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,
not personally but as Trustee
Under Trust Agreement dated
December 7, 1984 and
known as Trust No. 62982

BY: [Signature]

Its Trust Officer

ATTEST: [Signature]

Its Asst. Trust Officer

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STATE OF ILLINOIS)

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COUNTY OF Cook) SS)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that THOMAS WHELAN, personally known to me to be a Trust Officer of American National Bank and Trust Company of Chicago, as Trustee under Trust # 62982, an Illinois Corporation, and Peter Mohr, personally known to me to be the Assistant Trust Officer of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Trust Officer and Assistant Trust Officer they signed and delivered the said instrument as the Trust Officer and Assistant Trust Officer of said Corporation, and caused the Corporate seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of DEC 27 1985, 19__.

Alison L. White
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES JUNE 28, 1988

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STATE OF ILLINOIS)
COUNTY OF COOK)

SS.

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I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Michael R. Konewko, personally known to me to be an Assistant Vice President of LYONS SAVINGS AND LOAN ASSOCIATION, an Illinois corporation, and 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 as such Assistant Vice President he signed and delivered the said instrument as Assistant Vice President of said Corporation, pursuant to authority, given by the Board of Directors of said Corporation as his free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of December, 1985.


Notary Public

My Commission Expires:

9-21-86

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

UNITS 106 and 68 IN THE SANCTUARY CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATES:

PART OF LOT 12 IN THE RESUBDIVISION OF BLOCK 2 IN THE SUBDIVISION OF THE EAST HALF OF BLOCK 11 OF SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25870117, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 25870116 IN COOK COUNTY, ILLINOIS.

PIN 14-32-203-022-0000 *go.*

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