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2 BOX 333-HV

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86427593

24/95

Modification of Mortgage and
Assignment of Rents and Leases
prepared by and upon recording
shall be returned to:

PREPARED BY:

Guerard & Drenk Ltd.
100 W. Roosevelt Road, Suite A-1
Wheaton, Illinois 60187
Attn: Thomas B. Cahill, Esq.

MODIFICATION OF MORTGAGE AND ASSIGNMENT OF
RENTS AND LEASES

THIS AGREEMENT is made and entered into this 18 day of September, 1986, by and between Lyons Savings and Loan Association, an Illinois Corporation, (hereinafter referred to as "Mortgagee" or "Assignee") and American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated June 18, 1985 and known as Trust Number 64566 (hereinafter referred to as "Mortgagor" or "Assignor").

WHEREAS, the Mortgagor has made, executed and delivered to Mortgagee a Note dated July 9, 1985 in the original principal sum of TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 (\$275,000.00) DOLLARS; and

WHEREAS, said Note is secured by a Mortgage and an Assignment of Rents and Leases both dated July 9, 1985 and recorded with the Cook County Recorder of Deeds on July 10, 1985 as documents number 85 095 989 and 85 095 991 respectively, and securing the real property legally described in Exhibit "A" attached hereto and incorporated herein (the "Mortgaged Premises"); and

WHEREAS, the Mortgagor and Mortgagee have also entered into a certain Loan and Security Agreement dated July 9, 1985, relative to said loan transaction; and

WHEREAS, Mortgagor has requested and Mortgagee has agreed to lend an additional SEVENTY THOUSAND AND NO/100 (\$70,000.00) DOLLARS; and

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1703066/70-76-09902 J. Carlin

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This notification is prepared by and shall be returned to the Department of Real Estate and Land Development.

PREPARED BY:

Quartz & Brock Inc.
100 W. Roosevelt Rd., Suite 201
Weston, Illinois 60158
Attn: Thomas R. Gill, Esq.

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THE AGREEMENT

THE PARTIES

"Mortgage"

"Mortgage"

AND TRUST

"Mortgage"

"Mortgage"

WHEREAS

AND \$20,000 (Twenty Thousand Dollars)

WHEREAS

"Mortgage"

WHEREAS

WHEREAS

(20,000.00 Dollars)

TWENTY THOUSAND AND NO/100

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WHEREAS, by reason of said agreement, Mortgagor and Mortgagee have entered into a certain Modification of Note and Other Loan Documents, bearing even date herewith; and

WHEREAS, the parties desire to also modify the terms and conditions of said Mortgage and Assignment of Rents and Leases to the extent necessary to reflect the terms and conditions so modified in the Note, Loan and Security Agreement and other Loan Documents;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties that the terms of the Mortgage and Assignment of Rents and Leases are modified as follows:

(1) The foregoing recitals are true in substance and fact and hereby incorporated herein by reference as if fully set forth herein.

(2) The Mortgage dated July 9, 1985, and recorded in Cook County, Illinois, on July 10, 1985, as Document Number 85 095 989 is hereby amended to delete the following recital language on page one (1) thereof:

"WITNESSETH, that to secure the payment of an indebtedness in the amount of **TWO HUNDRED SEVENTY FIVE THOUSAND AND NO/100 (\$275,000.00) DOLLARS** lawful money of the United States, to be paid with interest thereon according to a certain note bearing even date herewith, and any amendments, modifications, renewals or replacements thereof (hereinafter referred to as the **"Note"**), and pursuant to authority heretofore granted by its beneficiaries, the Mortgagor hereby mortgages, conveys, transfers and grants a security interest in the Mortgaged Premises (as defined herein) to the Mortgagee."

and to substitute, in its place, the following language:

WITNESSETH, that to secure the payment of an indebtedness in the amount of **THREE HUNDRED FORTY FIVE THOUSAND AND NO/100 (\$345,000.00) DOLLARS** lawful money of the United States, to be paid with interest thereon according to a certain note bearing even date herewith, and any amendments, modifications, renewals or replacements thereof (hereinafter referred to as the **"Note"**), and pursuant to authority heretofore granted by its beneficiaries, the Mortgagor hereby mortgages, conveys, transfers and grants a security interest in the Mortgaged Premises (as defined herein) to the Mortgagee.

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WITNESSETH

WITNESSETH

WITNESSETH

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FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS AND NO/100 (\$5,000.00) DOLLARS

"not a"

FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS AND NO/100 (\$5,000.00) DOLLARS

"not a"

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(3) Paragraph 2.1(a) of the Assignment of Rents and Leases dated July 9, 1985, and recorded in Cook County, Illinois on July 10, 1985, as Document Number 85 095 991 is hereby amended to delete the following language:

"2.1(a) The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note of Borrower of even date herewith in the principal sum of **TWO HUNDRED SEVENTY FIVE THOUSAND AND NO/100 (\$275,000.00) DOLLARS** (hereinafter referred to as the "Note") and secured by a certain Mortgage (hereinafter referred to as the "Mortgage") of even date herewith encumbering the subject property; and"

and to substitute, in its place, the following language:

2.1(a) The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note of Borrower of even date herewith in the principal sum of **THREE HUNDRED FORTY FIVE THOUSAND AND NO/100 (\$345,000.00) DOLLARS** (hereinafter referred to as the "Note") and secured by a certain Mortgage (hereinafter referred to as the "Mortgage") of even date herewith encumbering the subject property; and

(4) Notwithstanding anything in the Mortgage or Assignment of Rents and Leases to the contrary, all payments pursuant to the Note and this Modification Agreement of any nature shall be made payable to Lyons Savings and Loan Association at 450 West 55th Street, Countryside, Illinois 60525, unless otherwise directed by Lyons Savings and Loan Association in writing.

(5) This Agreement shall not be construed as affecting or releasing the Guaranty of **David W. Pequet and Nicholas J. Kesslering** either severally or jointly.

(6) Notwithstanding anything to the contrary herein, the terms and conditions of the aforementioned Mortgage and Assignment of Rents and Leases not expressly modified by the terms of this Agreement, shall remain in full force and effect. In all other respects, the Mortgagor expressly reaffirms all other terms, conditions and covenants of the Mortgage and Assignment of Rents and Leases as identified above. The terms and conditions of the Note, Mortgage, Assignment of Rents and Leases and other Loan Documents that are not expressly modified by the terms of this Agreement shall remain in full force and effect and are hereby incorporated by reference herein as if said terms and conditions were expressly set forth herein. In addition,

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OFFICE OF THE CLERK OF THE COURT
COUNTY OF COOK, ILLINOIS
150 NORTH LAKE STREET, CHICAGO, ILLINOIS 60601
TEL: (312) 309-3000 FAX: (312) 309-3001

"OFFICIAL"

MEMBER: FIVE AND THIRTY
THREE AND THIRTY
THREE AND THIRTY
THREE AND THIRTY

"OFFICIAL"

David W. ...

...

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this Modification of Mortgage and Assignment of Rents and Leases neither changes, modifies, extends, establishes nor terminates any rights or obligations of the parties to any of the Mortgage Loan Documents presently encumbering the Mortgaged Premises or any modifications thereof.

(7) This Modification of Mortgage and Assignment of Rents and Leases is executed by the undersigned, not personally but as Trustee as aforementioned in the exercise of the power and authority conferred upon invested in it as such trustee and is payable only out of the property specifically described in said Mortgage securing the payment hereof by the enforcement of the provisions contained in said Mortgage. 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 given to secure the payment hereof of in the property or funds at any time subject to said Trust Agreement, because or in respect of this Modification of Mortgage and Assignment of Rents and Leases or the making issue or transfer, all such liability, if any, being expressly waived by each subsequent holder hereof, nothing contained herein shall modify or discharge the personal liability expressly assumed by the guarantors hereof, and each original or successor holder of this Modification of Mortgage and Assignment of Rents and Leases accept the same upon 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 hereof, but that in case of default in the payment under this Modification of Mortgage and Assignment of Rents and Leases or any installment hereof, the sole remedy of the holder hereof shall be by the enforcement of any remedy available to the Mortgagee under the Mortgage or the enforcement of any remedy available under the Loan Documents given to secure the indebtedness evidenced by this Modification of Mortgage and Assignment of Rents and Leases, in accordance with the terms and conditions in said Mortgage set forth or by action to enforce the personal liability of the Guarantors of the payment hereof or both.

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IN WITNESS WHEREOF, the parties have executed this Modification of Mortgage and Assignment of Rents and Leases on the date and year first above written.

American National Bank and Trust
Company of Chicago, not personally
but as Trustee under Trust Agree-
ment dated June 18, 1985 and known
as Trust Number 64566

BY: [Signature]
Its: [Signature]

ATTEST: [Signature]
Its: [Signature]

LYONS SAVINGS AND LOAN ASSOCIATION
an Illinois Corporation

BY: [Signature]
Its: [Signature]

ATTEST: [Signature]
Its: [Signature]

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IN WITNESS WHEREOF

Attest my hand and seal of office
this 10th day of June 2010

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20100610 10:00 AM

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CONSENT OF GUARANTOR

David W. Pequet and Nicholas J. Kesslering, having executed and delivered to Mortgagee their guaranties dated July 9, 1985, have read and hereby consent to the foregoing Modification of Mortgage and Assignment of Rents and Leases and expressly acknowledge that their Guaranties are not altered, amended or impaired by said Modification, shall remain in full force and effect, and are hereby reaffirmed.

David W. Pequet

David W. Pequet

Nicholas J. Kesslering

Nicholas J. Kesslering

916:cds:9486

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and related ...

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STATE OF ILLINOIS)

COUNTY OF De Wap)

SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Bla Crond, personally known to me to be as assistant President of LYONS SAVINGS AND LOAN ASSOCIATION, an Illinois Corporation, and Janet Conger, personally known to me to be the assistant Secretary 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 AVP President and assistant Secretary they signed and delivered the said instrument as A-VP President and assistant Secretary 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.

vice president

Given under my hand and official seal this 22nd day of September, 1986.

Thomas B. Cahill
Notary Public

My Commission Expires:

11/4/87

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8 6 1 2 7 5 9 3

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that **David W. Pequet**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person and he appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act.

Given under my hand and notarial seal this 18th day of September, 1986.

Patricia Scarpella
Notary Public

My Commission Expires:
Aug 8 1987

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David W. Bivens

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20150223

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8 6 4 2 7 5 9 3

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that **Nicholas J. Kesslering**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person and he appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act.

Given under my hand and notarial seal this 18th day of September, 1986.

Patricia Fargella
Notary Public

My Commission Expires:

Aug 8 1987

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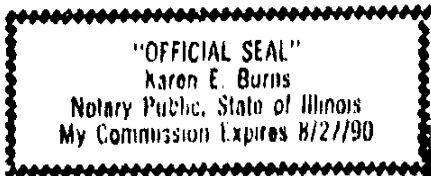
STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that SUZANNE G. BAKER personally known to me to be the Second Vice President of American National Bank and Trust Company of Chicago, as Trustee under Trust # 64566, a corporation, and Peter H. Johannan, personally known to me to be the ASSISTANT SECRETARY 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 Second Vice President and ASSISTANT SECRETARY they signed and delivered the said Instrument as Second Vice President and ASSISTANT SECRETARY 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 official seal this ___ day of _____, 19__.

SEP 19 1986

Karen E. Burns
Notary Public



My Commission Expires:

8/27/90

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EXHIBIT A

LEGAL DESCRIPTION

Sub-Lot 6 and the West 2 1/2 feet of Sub-Lot 5 in Hapgood and Other Subdivision of Lot 1 and the South part of Lot 2 in Block 9 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. #

14 32 400 066

PROPERTY ADDRESS:

1139 WEST ARMITAGE

CHICAGO ILLINOIS

99.

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OF COOK COUNTY

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