

**MODIFICATION OF MORTGAGE,
ASSIGNMENT OF RENTS AND OTHER LOAN DOCUMENTS
AND ASSUMPTION AGREEMENT**

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THIS MODIFICATION, dated as of the 1st day of January, 1990, by LASALLE NATIONAL BANK, not personally or individually, but solely as Trustee under Trust Agreements dated December 15, 1987 and known as Trust No. 112886 (hereinafter referred to as "Mortgagor"), JOSEPH MOSS, doing business as Plaza Del Lago (hereinafter referred to as the "Original Beneficiary"), and MOSS DEVELOPMENT COMPANY, an Illinois corporation (hereinafter referred to as the "Current Beneficiary"), to and for the benefit of THE EXCHANGE NATIONAL BANK OF CHICAGO (hereinafter referred to as "Mortgagee");

WITNESSETH:

WHEREAS, Mortgagor executed and delivered to Mortgagee a certain Principal Note dated December 23, 1987 in the original

THIS DOCUMENT PREPARED BY
AND SHOULD BE RETURNED TO
AFTER RECORDING:

Cynthia A. Humphrey
Katz Randall & Weinberg
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601

KRW File No. 3450.36

COMMON PROPERTY ADDRESS:

409 West Huron Street
Chicago, Illinois

PERMANENT INDEX NUMBERS:

17-09-124-009, 010, 011, 012

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principal amount of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 (\$1,200,000.00) DOLLARS (said Principal Note is hereinafter referred to as the "Note"); and

WHEREAS, the Note evidences a loan (hereinafter referred to as the "Loan") in such amount from Mortgagee to Mortgagor and the Beneficiary; and

WHEREAS, as security for the Note, Mortgagor did execute and deliver to Mortgagee a Mortgage and Security Agreement dated concurrently with the Note (hereinafter referred to as the "Mortgage"), which Mortgage was recorded on December 28, 1987 with the Recorder of Deeds of Cook County, Illinois as Document No. R87675192, and Mortgagor and the Original Beneficiary executed and delivered to Mortgagee a certain Assignment of Rents and Lessor's Interest in Leases dated concurrently with the Note and recorded on December 23, 1987 as Document No. R87675193 (hereinafter referred to as the "Assignment"), relating to certain real estate as described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter collectively referred to as the "Premises"); and

WHEREAS, Mortgagor and the Original Beneficiary did execute and deliver to Mortgagee certain other documents evidencing and securing the Loan as described in Exhibit "B" attached hereto and by

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this reference incorporated herein (such other documents are hereinafter referred to collectively as the "Other Loan Documents"); and

WHEREAS, after the execution of the Note, Mortgage, Assignment and Other Loan Documents, the beneficial interest in Mortgage was assigned by the Original Beneficiary to the Current Beneficiary, which assignment was consented to by Mortgagee; and

WHEREAS, by Modification of Principal Note dated of even date herewith (hereinafter referred to as the "Note Modification"), the Note was modified to extend the Maturity Date as defined in the Note from January 1, 1990 to January 1, 1991; and

WHEREAS, Mortgagee and Mortgagee desire to modify the Mortgage, Assignment and Other Loan Documents to refer to the Note as modified by the Note Modification and to reflect the assumption by the Current Beneficiary of the obligations of the Original Beneficiary thereunder.

NOW, THEREFORE, in consideration of the covenants, promises and conditions herein contained, and for other good and valuable

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... (the other party) ...

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NOTARY

consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. The aforesaid Recitals are hereby incorporated into this Modification as if fully set forth in this Paragraph 1.
2. The Mortgage, Assignment and Other Loan Documents shall be deemed to evidence and secure, as applicable, the Note as modified by the Note Modification. The Maturity Date of the Loan is hereby extended from January 1, 1990 to January 1, 1991, and all references in the Mortgage Assignment and Other Loan Documents to the Note shall be deemed to refer to the Note as modified by the Note Modification, and all references in the Mortgage, Assignment and Other Loan Documents to the Maturity Date of the Loan shall be deemed to refer to January 1, 1991.
3. The Current Beneficiary assumes all of the obligations, duties, liabilities, conditions, rights, agreements and covenants of the Original Beneficiary contained in and under the Assignment and the Other Loan Documents executed by the Original Beneficiary, and agrees to be bound and to faithfully discharge, perform and observe in full all of the same as if the Current Beneficiary executed the Assignment and the Other Loan Documents executed by the Original Beneficiary. Mortgagor and the Current Beneficiary do hereby reaffirm and agree to perform all of the

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terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage, Assignment and Other Loan Documents, as herein modified.

4. This Modification shall be governed and construed under the laws of the State of Illinois.

5. Except as modified herein, the terms, conditions and covenants of the Mortgage, Assignment and Other Loan Documents shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between this Modification and the Mortgage, Assignment and Other Loan Documents, the terms herein shall first control.

6. This Modification is executed by LASALLE NATIONAL BANK, not personally, but as Trustee under Trust Agreements dated December 15, 1987 and known as Trust No. 112886, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said LASALLE NATIONAL BANK personally to pay the Note, as modified by the Note Modification, or any interest that may accrue thereon, or any other indebtedness accruing thereunder, or to perform any covenant either express or implied therein or herein contained, all such liability, if any, being expressly waived by the holder of the Note

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and by every person now or hereafter claiming any right or security thereunder, and that so far as LASALLE NATIONAL BANK personally is concerned, the holder or holders of the Note and the owner or owners of any indebtedness accruing thereunder shall look solely to the collateral for the Loan for the payment thereof, by the enforcement of the lien created by the Mortgage, Assignment or Other Loan Documents in the manner therein and in the Note provided or by action to enforce the personal liability of Guarantor.

IN WITNESS WHEREOF the parties hereto have executed this Modification as of the day and year first above written.

MORTGAGOR:

LASALLE NATIONAL BANK, not personally or individually, but as Trustee under Trust Agreement dated December 15, 1987 and known as Trust Number 112886.

ATTEST:

Thomas J. Callan
Its: Assistant Secretary

By: Joseph Moss
Its: VICE PRESIDENT

ORIGINAL BENEFICIARY:

Joseph Moss
JOSEPH MOSS, d/b/a Plaza Del Lago

CURRENT BENEFICIARY:

MOSS DEVELOPMENT COMPANY,
an Illinois corporation

By: Joseph Moss
Joseph Moss, President

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THE STATE OF ILLINOIS, COUNTY OF COOK

BEFORE ME, the undersigned authority, on this day personally appeared _____

known to me to be the person whose name is subscribed to the foregoing instrument,

and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Illinois

My commission expires on _____, 20____.

Notary Public

Witness my hand and seal of office this _____ day of _____, 20____.

Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20____.

Notary Public

Notary Public

Notary Public

Notary Public

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CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and approves the foregoing Modification of Mortgage, Assignment of Rents and Other Loan Documents and Assumption Agreement.

DATED as of January 1, 1990.

THE EXCHANGE NATIONAL BANK OF
CHICAGO

By:

Its: *John R. ...* JP

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DEPARTMENT OF REVENUE

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
CHICAGO, ILLINOIS

PROPERTY TAX
STATE OF ILLINOIS
DEPARTMENT OF REVENUE
CHICAGO, ILLINOIS

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REVENUE

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Carthage Gorenstein, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH MOSS, as President of MOSS DEVELOPMENT COMPANY, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of said Corporation, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of February, 1990.

Carthage Gorenstein
Notary Public

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 2000.

Notary Public for Cook County, Illinois

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EXHIBIT "A"

Legal Description of Premises

Lots 1 to 5 inclusive in Block 10 in Higgins Law and Company's Addition to Chicago in the Northeast quarter of the Northwest quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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EXHIBIT "B"

Other Loan Documents

1. Guaranty of Note and Mortgage dated December 23, 1987 executed by Joseph Moss.
2. Security Agreement dated December 23, 1987 executed by the Original Original Beneficiary and Mortgagee.
3. UCC-1 and UCC-2 Financing Statements executed by Mortgagor and the Original Beneficiary (State of Illinois and Cook County).
4. Collateral Assignment of Beneficial Interest in Trust dated December 15, 1987 executed by the Original Beneficiary, accepted by Mortgagee and lodged with Mortgagor.
5. Assignment of Rents and Lessor's Interest in Leases dated as of December 23, 1987, executed by Borrower and the Original Beneficiary in favor of Lender.
6. Original Beneficiary's Certificate dated December 23, 1987, executed by the Original Beneficiary in favor of Lender.
7. Waiver of Defenses and Estoppel Certificate dated December 23, 1987, executed by Mortgagor and the Original Beneficiary.
8. Usury Certificate dated December 23, 1987, executed by the Original Beneficiary.

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