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## MORTGAGE MODIFICATION AGREEMENT

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This Mortgage Modification Agreement (the "Agreement"), made and entered into by and between PULASKI LUNAN, INC., an Illinois corporation (the "Mortgagor") and THE NORTHERN TRUST COMPANY, an Illinois state banking corporation (the "Mortgagee"), is dated as of July 1, 1991, and modifies that certain Mortgage dated November 13, 1989 by the Mortgagor in favor of Mortgagee and recorded December 18, 1989 as document number 89603412 (the "Mortgage"). All terms used and not otherwise defined herein shall be used with the meanings ascribed thereto in the Mortgage.

WHEREAS, the Mortgagor had executed and delivered to the Mortgagee a Term Note dated November 13, 1989, payable to the order of the Mortgagee in the original principal amount of FIVE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 UNITED STATES DOLLARS (\$555,000.00), bearing interest at a rate equal to the rates described therein, payable as provided therein, with the unpaid balance and any accrued interest being due and payable on April 1, 1997 (the "Term Note"); and

WHEREAS, the Term Note is being secured by property located in the City of Chicago, County of Cook, State of Illinois, and legally described in Exhibit A, attached hereto and incorporated by reference herein, which security interest was granted pursuant to the Mortgage executed by the Mortgagor and delivered to the Mortgagee and recorded in the office of the Recorder of Deeds of Cook County, Illinois, pursuant to which Mortgage the Mortgagor did mortgage, grant, warrant and convey to the Mortgagee the above-described property; and

THIS INSTRUMENT PREPARED BY:  
 MAIL TO :

Permanent Tax Index Number:  
 19-03-415-044-009  
 19-03-415-044-010  
 19-03-415-044-011  
 19-03-415-044-012

Kevin E. Trabaris, Esq.  
 The Northern Trust Company  
 50 South LaSalle Street, CHICAGO COUNTY, ILLINOIS  
 Chicago, Illinois 60675

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WHEREAS, the Mortgagor had entered into a Call on Term - Term Loan Agreement ("Call on Term - Term Loan Agreement") with the Mortgagee dated as of November 13, 1989 and has executed and delivered to the Mortgagee the Term Note in connection therewith;

WHEREAS, the Mortgagor has entered into a First Amendment to Call on Term - Term Loan Agreement with the Mortgagee dated as of March 30, 1990 (the "First Amendment"), which First Amendment amends and modifies the Call on Term - Term Loan Agreement and has executed and delivered to the Mortgagee a corresponding Amended and Restated Term Note dated as of March 30, 1990 (the "Amended and Restated Term Note"), payable to the order of the Mortgagee in the original principal amount of FIVE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 UNITED STATES DOLLARS (\$555,000.00), bearing interest at a rate equal to the rates described therein, payable as provided therein with the unpaid balance and any accrued interest being due and payable on May 1, 1997; which Amended and Restated Term Note had been delivered as an amendment, restatement and replacement of the Term Note and which Amended and Restated Term Note represented a continuation of indebtedness evidenced by the Term Note; and

WHEREAS, the Mortgagee is the current holder of all such notes, including the Amended and Restated Term Note and the Term Note and the Mortgagee, and the Mortgagor wishes to make certain modifications to the Mortgage and to reaffirm the continuing security interest granted thereby with respect to indebtedness evidenced by the Amended and Restated Term Note and the Term Note, and the Mortgagee is willing to do so provided that the Mortgagor executes this Agreement and any further documents the Mortgagee may require in connection herewith.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Wherever in the Mortgage, any of the Amended and Restated Term Note, the Call on Term - Term Loan Agreement or any other instrument evidencing, securing or guaranteeing the loans made pursuant to the Amended and Restated Term Note and the Call on Term - Term Loan Agreement, reference is made to the Mortgage, such reference shall from and after the date hereof be deemed a reference to the Mortgage as hereby modified.

2. Mortgagor hereby expressly acknowledges and agrees that the Mortgage secures (a) the Mortgagor's obligations and liabilities under the Amended and Restated Term Note, (b) the payment of all other sums with interest thereon advanced in

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accordance with the Mortgage (as modified by this Agreement) to protect the security of the Mortgage (as modified by this Agreement), and (c) the performance of the covenants and agreements of the Mortgagor contained in the Mortgage (as modified by this Agreement). From and after the date of this Agreement, the term "Note" as used in the Mortgage (as modified by this Agreement) shall be deemed to mean the Amended and Restated Term Note and if such Amended and Restated Term Note is amended, restated or replaced, all amendments, restatements and replacements thereto or therefor. Notwithstanding any provisions herein or in the Mortgage (as modified by this Agreement) to the contrary, in no event will the amount of the Indebtedness Hereby Secured (as defined in the Mortgage, as modified by this Agreement) at any time exceed FIVE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 UNITED STATES DOLLARS (\$555,000.00).

3. Except as expressly modified hereby, all of the terms and conditions of the Mortgage shall stand and remain unchanged and in full force and effect.

4. This Agreement shall extend to and be binding upon the parties hereto and their heirs, personal representatives, executors, successors and assigns and shall be attached to and made a part of the Mortgage.

IN WITNESS WHEREOF, Mortgagor has duly executed and delivered this Amendment as of the day and year first above written.

MORTGAGOR:

PULASKI JUNAN, INC.

[SEAL]

Attest: Lynne Cochran

By: [Signature]

Title: Secretary

Title: General

AGREED TO THIS 1ST DAY OF JULY, 1991:

THE NORTHERN TRUST COMPANY

By: [Signature]

Title: Vice President

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STATE OF Ill )  
COUNTY OF Cook ) SS.

I, ROBERTA M. MITCHELL, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

STEVE LINAK  
of PULASKI LUNAN, INC., an Illinois corporation, who is(are) personally known to me to be the same person(s) whose name is(are) subscribed to the foregoing instrument as such CONTROLER

appeared before me this day in person and acknowledged that he(he)(she)(they) signed and delivered said instrument as his(her)(their) 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 as of this 31st day of July, 1991.

Roberta Mitchell  
Notary Public



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COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, IL 60602  
TEL: 312.603.4000 FAX: 312.603.4001  
WWW.COOKCOUNTYCLERK.COM

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## EXHIBIT A

Lots 87, 88 and 89 taken as a Tract (except that part taken for widening of South Pulaski Road) in Frederick H. Bartlett's 47th Street Subdivision of Lot "C" in the Circuit Court Partition of the South 1/2 of Section 3 and that part of the North West 1/4 lying South of the Illinois and Michigan Canal of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known as: 4540 South Pulaski  
Chicago, Illinois

P.I.N. 19-03-415-009,  
19-03-415-010,  
19-03-415-011 and  
19-03-415-012

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