

UNOFFICIAL COPY

94974475

MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS

THIS MODIFICATION ("Modification") is made and entered into as of this ___ day of November, 1994, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated June 22, 1994 and known as Trust Number 118443-05 ("Trust No. 1"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated April 30, 1993 and known as Trust Number 116926-05 ("Trust No. 2") and OWEN DEUTSCH, an individual ("Beneficiary") (Trust No. 1, Trust No. 2 and Beneficiary shall be collectively referred to as the "Mortgagor") to BANK OF AMERICA ILLINOIS, an Illinois banking corporation, formerly known as CONTINENTAL BANK, an Illinois banking corporation (together with its successors and assigns, including each and every holder from time to time of the Note hereinafter described, the "Mortgagee" or "Lender").

. DEPT-01 RECORDING \$39.50
. T46666 TRAN 0812 11/16/94 15:27:00
. 5161 LC *-94-974475
. COOK COUNTY RECORDER

RECITALS

WHEREAS, Mortgagee has heretofore made a loan (the "Loan") to Trust No. 1 and Beneficiary in the original principal amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); and

WHEREAS, the Loan is evidenced by a Mortgage Note in said principal amount (the "Note") dated July 14, 1994 made by Trust No. 1 and Beneficiary and payable to Mortgagee; and

WHEREAS, the Note is secured by, among other things, a Mortgage, Assignment of Leases and Rents, and Security Agreement (hereinafter referred to as the "Mortgage") dated July 15, 1994 made by Mortgagor in favor of Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 15, 1994 as Document Number 94620598 and a Collateral Assignment of Leases and Rents dated July 15, 1994 by Borrower in favor of Lender, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 15, 1994 as Document Number 94620599; and

WHEREAS, to further evidence and secure the Loan, Mortgagor did execute and deliver to Mortgagee certain other documents (such other documents are hereinafter referred to collectively as the "Other Security Documents"); and

WHEREAS, by Extension of Mortgage Note of even date herewith (the "Note

94974475

39.50
paid

UNOFFICIAL COPY

STATE OF ILLINOIS

IN SENATE, January 11, 2011.

REPORT OF THE COMMISSIONERS OF THE DEPARTMENT OF REVENUE
ON THE REVENUE ACCOUNTS FOR THE YEAR ENDING DECEMBER 31, 2010

The following report of the Commissioners of the Department of Revenue, submitted to the Senate on January 11, 2011, is a summary of the revenue accounts for the year ending December 31, 2010. The report is divided into two parts: a summary of the revenue accounts and a detailed statement of the revenue accounts. The summary of the revenue accounts is as follows:

Category	Amount
Total Revenue	\$1,234,567,890
State Revenue	\$876,543,210
Local Revenue	\$358,024,680

The detailed statement of the revenue accounts is as follows:

Category	Amount
State Revenue	\$876,543,210
Local Revenue	\$358,024,680
Total Revenue	\$1,234,567,890

REPORT OF THE COMMISSIONERS OF THE DEPARTMENT OF REVENUE
ON THE REVENUE ACCOUNTS FOR THE YEAR ENDING DECEMBER 31, 2010

The following report of the Commissioners of the Department of Revenue, submitted to the Senate on January 11, 2011, is a summary of the revenue accounts for the year ending December 31, 2010. The report is divided into two parts: a summary of the revenue accounts and a detailed statement of the revenue accounts. The summary of the revenue accounts is as follows:

Category	Amount
Total Revenue	\$1,234,567,890
State Revenue	\$876,543,210
Local Revenue	\$358,024,680

The detailed statement of the revenue accounts is as follows:

Category	Amount
State Revenue	\$876,543,210
Local Revenue	\$358,024,680
Total Revenue	\$1,234,567,890

REPORT OF THE COMMISSIONERS OF THE DEPARTMENT OF REVENUE
ON THE REVENUE ACCOUNTS FOR THE YEAR ENDING DECEMBER 31, 2010

The following report of the Commissioners of the Department of Revenue, submitted to the Senate on January 11, 2011, is a summary of the revenue accounts for the year ending December 31, 2010. The report is divided into two parts: a summary of the revenue accounts and a detailed statement of the revenue accounts. The summary of the revenue accounts is as follows:

Category	Amount
Total Revenue	\$1,234,567,890
State Revenue	\$876,543,210
Local Revenue	\$358,024,680

The detailed statement of the revenue accounts is as follows:

Category	Amount
State Revenue	\$876,543,210
Local Revenue	\$358,024,680
Total Revenue	\$1,234,567,890

REPORT OF THE COMMISSIONERS OF THE DEPARTMENT OF REVENUE
ON THE REVENUE ACCOUNTS FOR THE YEAR ENDING DECEMBER 31, 2010

The following report of the Commissioners of the Department of Revenue, submitted to the Senate on January 11, 2011, is a summary of the revenue accounts for the year ending December 31, 2010. The report is divided into two parts: a summary of the revenue accounts and a detailed statement of the revenue accounts. The summary of the revenue accounts is as follows:

Category	Amount
Total Revenue	\$1,234,567,890
State Revenue	\$876,543,210
Local Revenue	\$358,024,680

The detailed statement of the revenue accounts is as follows:

Category	Amount
State Revenue	\$876,543,210
Local Revenue	\$358,024,680
Total Revenue	\$1,234,567,890

REPORT OF THE COMMISSIONERS OF THE DEPARTMENT OF REVENUE
ON THE REVENUE ACCOUNTS FOR THE YEAR ENDING DECEMBER 31, 2010

The following report of the Commissioners of the Department of Revenue, submitted to the Senate on January 11, 2011, is a summary of the revenue accounts for the year ending December 31, 2010. The report is divided into two parts: a summary of the revenue accounts and a detailed statement of the revenue accounts. The summary of the revenue accounts is as follows:

Category	Amount
Total Revenue	\$1,234,567,890
State Revenue	\$876,543,210
Local Revenue	\$358,024,680

The detailed statement of the revenue accounts is as follows:

Category	Amount
State Revenue	\$876,543,210
Local Revenue	\$358,024,680
Total Revenue	\$1,234,567,890

01/11/2011

1

Extension") the Note was modified to extend the Maturity Date up to and including February 13, 1995; and

WHEREAS, as a condition to the Note Extension, Mortgagee is requiring: (i) this Modification wherein the Mortgage and Other Security Documents will be modified to refer to the Note as modified by the Note Extension; and (ii) that certain Modification of Leasehold Mortgage of even date herewith from Trust No. 1 and Beneficiary to and for the benefit of Lender. The Note, the Mortgage and the Other Security Documents (including but not limited to the Leasehold Mortgage) are sometimes hereinafter referred to collectively as the "Loan Documents".

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Modification conflict with the terms and conditions of the Mortgage, the terms and conditions of this Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage.

2. **References to Note and Maturity Date.** From and after the date hereof (i) the Mortgage and Other Security Documents shall be deemed to secure the Note as modified by the Note Extension; (ii) any and all references in the Mortgage and Other Security Documents to the Note shall be deemed to refer to the Note as modified by the Note Extension, (iii) any and all references in the Note to the Maturity Date of the Note and/or the Loan shall be deemed to mean the date February 13, 1995;

3. **References to Loan Documents.** Any and all references in the Mortgage and Other Security Documents to the Loan Documents shall from and after the date hereof be deemed to refer to such documents as modified by the Note Extension, this Modification and the Modification of Leasehold Mortgage.

4. **Reaffirmation of Representations and Warranties.** Mortgagor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Mortgage and Other Security Documents.

UNOFFICIAL COPY

... ..

... ..

... ..

... ..

... ..

... ..

... ..

Property of Cook County Clerk's Office

2011-01-10

UNOFFICIAL COPY

0 0 3 9 4 9 7 4 4 7 5

5. **Reaffirmance of Covenants.** Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and Other Security Documents as herein modified.

6. **Laws of Illinois.** This Modification shall be covered and construed under the laws of the State of Illinois.

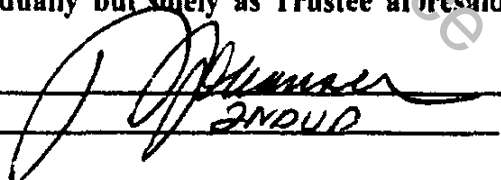
7. **Trustee Exculpation.** This Modification is executed by the undersigned, American National Bank and Trust Company of Chicago, not individually but solely as Trustee, as aforesaid, and said trust agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Modification shall be payable only out of the trust property which is the subject of this Modification, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary, that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally but this Modification is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either express or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto any and all personal liability being hereby expressly waived by Tenant, its successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

MORTGAGOR:

TRUST NO. 1:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally or
individually but solely as Trustee aforesaid

BY: 
ITS: 2ND VP

ATTEST:

BY: 
ITS: Christ Seaton

ITS: Christ Seaton

94974475

UNOFFICIAL COPY

The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the State of Illinois
My Commission Expires _____

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

NOTARY PUBLIC

STATE OF ILLINOIS

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



344444

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 0 0 9 4 9 7 4 4 7 0

TRUST NO. 2:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually but solely as Trustee aforesaid

BY: [Signature]
ITS: [Signature]

ATTEST: [Signature]
BY: [Signature]
ITS: [Signature]

BENEFICIARY:
[Signature]
OWEN DEUTSCH

Property of Cook County Clerk's Office

94971475

UNOFFICIAL COPY

15 JAN 1981

PROPERTY OF COOK COUNTY CLERK'S OFFICE
PROPERTY OF COOK COUNTY CLERK'S OFFICE
PROPERTY OF COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

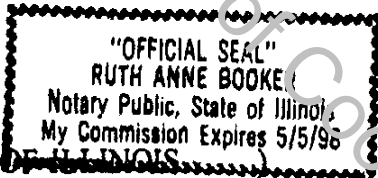
00000000

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, RUTH ANNE BOOKER, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that P. JOHANSEN **SECOND VICE PRESIDENT** AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO and Gregory S. Kasprzyk **ASSISTANT SECRETARY** of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing Modification of Mortgage and Other Security Documents, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument, on behalf of the bank and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 04 day of November, 1994.



Ruth Anne Booker
Notary Public

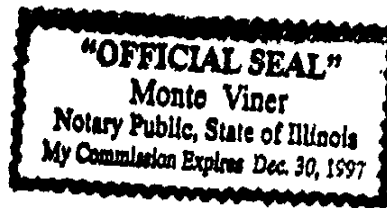
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Monte Viner, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that OWEN DEUTSCH, personally known to me to be the same person whose name is subscribed to the foregoing Modification of Mortgage and Other Security Documents, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 9 day of November, 1994.

Monte Viner

Notary Public



94971475

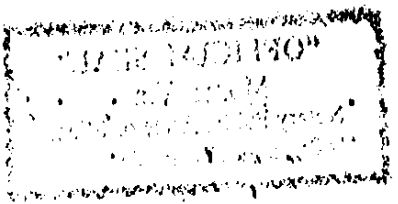
UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1901.

CLERK OF THE COURT



Property of Cook County Clerk's Office



UNOFFICIAL COPY

0 0 0 9 4 7 7 4 4 7 5

CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and hereby approves the foregoing Modification of Mortgage and Other Security Documents.

Dated: November 14, 1994.

BANK OF AMERICA ILLINOIS

BY: Jane M. Okarski
Name: JANE M. OKARSKI
Its: VICE PRESIDENT

ATTEST:

BY: Kevin P. Harnedy
Name: KEVIN P. HARNEDY
Its: BANKING OFFICER

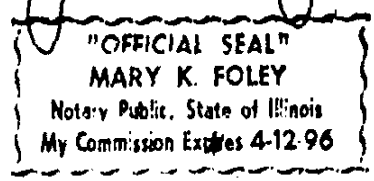
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Mary K Foley, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jane M. Okarski, Vice President of **BANK OF AMERICA ILLINOIS** and Kevin P. Harnedy, Bank Officer of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing Consent of Mortgagee, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument, on behalf of the bank and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 14 day of November, 1994.

Mary K Foley
Notary Public

glp/loans/deu-lak.mmt
draft #1: 11/09/94 glp



94974475

UNOFFICIAL COPY

UNOFFICIAL COPY

UNOFFICIAL COPY

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0 1 2 3 4 5 6 7 8 9

UNOFFICIAL COPY

00094074475

EXHIBIT "A"

PARCEL "A"

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 AND 2 IN BLOCK 18 OF DUNCAN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS DATED DECEMBER 11, 1984 MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1983 AND KNOWN AS TRUST NUMBER 1083468 TO LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 9, 1984 AND KNOWN AS TRUST NUMBER 108940 RECORDED DECEMBER 12, 1984 AS DOCUMENT NUMBER 27370082 AND AMENDED AND RESTATED EASEMENT DATED JULY 20, 1988 AND RECORDED OCTOBER 4, 1988 AS DOCUMENT 58456792 ACROSS THE FOLLOWING DESCRIBED LAND:

THE NORTH 15.4 FEET OF LOT 3 IN BLOCK 18 IN DUNCAN'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 901 WEST JACKSON BLVD,
CHICAGO, IL 60607

PERMANENT INDEX NO.: 17-17-229-008

PARCEL "B"

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 THROUGH 5, BOTH INCLUSIVE, IN BLOCK 66 IN ORIGINAL TOWN OF CHICAGO IN CANAL TRUSTEES' SUBDIVISION OF THE WEST PART OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

177 00000

177 00000

ADDITIONAL PAGE

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 17th day of February, 1999.

JAMES M. COOK, County Clerk

Notary Public for Cook County, Illinois

COOK COUNTY, ILLINOIS

177 00000

ADDITIONAL PAGE

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 17th day of February, 1999.

JAMES M. COOK, County Clerk

Property of Cook County Clerk's Office

01/27/99

UNOFFICIAL COPY

0 0 0 9 4 9 7 4 4 7 5

PARCEL 2:

LOTS 24, 25, 26 AND 27 IN BLOCK 66 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 641 WEST LAKE STREET
CHICAGO, ILLINOIS

PERMANENT INDEX NO.: 17-09-320-006
17-09-320-007
17-09-320-008
17-09-321-009
17-09-321-010
17-09-321-011
17-09-321-012

glp/loans/deu-jac.mmt
draft #1: 11/09/94 glp

Property of Cook County Clerk's Office

94971475

UNOFFICIAL COPY

STATE OF ILLINOIS
CLERK OF THE SUPREME COURT

IN RE: [Illegible Name]
[Illegible Address]

[Illegible text]

Property of Cook County Clerk's Office



DEBBIE SWADG
Scholar, Fisel & Ruency
222 N. La Salle
Suite 1910
Chicago, IL 60601