

# UNOFFICIAL COPY

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THIS INSTRUMENT PREPARED  
BY AND RETURN TO:  
ALAN D. PEARLMAN  
Schain, Finsel & Burnoy, Ltd.  
222 North LaSalle Street  
Suite 1910  
Chicago, Illinois 60601

DEPT-01 RECORDING 831.50  
T46666 TRAN 8071 03/09/95 16145100  
16826 + KR \*\*95-161565  
COOK COUNTY RECORDER

## MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS

THIS MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS ("Modification") is made and entered into as of this 4 day of March, 1995, by RENAISSANCE/THRUSH JOINT VENTURE, an Illinois joint venture ("Mortgagor") to BANK OF AMERICA ILLINOIS COMMUNITY DEVELOPMENT CORPORATION, an Illinois corporation, formerly known as CONTINENTAL COMMUNITY DEVELOPMENT CORPORATION, an Illinois 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").

### RECITALS:

WHEREAS, Mortgagee has heretofore made a loan (the "Loan") to Mortgagor in the original principal amount of One Million and 00/100 Dollars (\$1,000,000.00) or so much thereof as may now or hereafter be disbursed by Lender to or for the benefit of Borrower;

WHEREAS, the Loan is evidenced by a Construction Mortgage Note in said principal amount dated as of March 29, 1994 (the "Note") made by Mortgagor and payable to Mortgagee; and

WHEREAS, the Note is secured by, among other things, a Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of March 29, 1994, by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 7, 1994, as Document No. 94314474 (the "Mortgage"); and

WHEREAS, to further evidence and secure the Loan, Mortgagor did execute and deliver to Mortgagee certain other documents including but not limited to Environmental Indemnity Agreement; Assignment of Permits, Licenses, Authorizations, Approvals and Agreements; Assignment of Plans and Architectural Contract and Engineering Contract; Assignment of Construction Contract between Owner and Contractor; Assignment of Existing and Future Sales Contracts; and a Construction Loan Agreement, between Mortgagor and Lender (collectively the "Other Security Documents"); and

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WHEREAS, the lien of the Mortgage and Other Security Documents currently extends to the real property legally described on Exhibit "A" hereto; and

WHEREAS, Mortgagor has since the date of the Mortgage and Other Security Documents acquired real property in addition to the property described on Exhibit "A", which additional property Mortgagor intends to improve using proceeds of the Loan and as to which Lender is requiring that the lien of the Mortgage and Other Security Documents be extended;

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 original Mortgage and the Other Security Documents, 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 and the Other Security Documents.

2. Amendment to Mortgage. Exhibit "A" of the Mortgage and Exhibit "A" of the Assignment of Existing and Future Sales Contracts are hereby amended by adding thereto the following:

Lot 8 in the Subdivision of Block 3 (except the north 50 feet thereof) in Charles Busby's Subdivision of the South 1/2 of the Southwest 1/4 (except 2 1/2 acres) of Section 14, Township 38 North, Range 14 east of the Third Principal Meridian in Cook County, Illinois.

P.I.N.: 20-14-310-025-0000

3. References to Note. From and after the date hereof (i) the Mortgage and the Other Security Documents shall be deemed to secure the Note as modified by the Note Modification; and (ii) any and all references in the Mortgage and the Other Security Documents to the Note shall be deemed to refer to the Note as modified by the Mortgage Modification.

4. References to Security Documents. Any and all references in the Mortgage and the 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 Mortgage Modification.

5. Reaffirmation of Representations and Warranties. Mortgagor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations

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and warranties contained in the Mortgage and the Other Security Documents.

6. 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 the Other Security Documents as herein modified.

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

8. Priority of Lien. The lien of the Mortgage and Other Security Documents shall extend to the property described in Paragraph 2 upon execution and recordation of this Amendment. Neither the execution, delivery or recordation of this Amendment nor anything contained herein shall affect or be deemed to affect the priority of the lien of the Mortgage and Other Security Documents with respect to the property described on Exhibit "A", including but not limited to the priority of the lien of the Mortgage and Other Security Documents over the lien of that certain Second Mortgage dated March 29, 1994 and recorded April 7, 1994 as Document 94314475, made by Renaissance/Thrush Joint Venture to Renaissance Development Corporation, to secure an indebtedness of \$250,000.00.

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.

RENAISSANCE/THRUSH JOINT VENTURE,  
an Illinois joint venture

ATTEST:

By: RENAISSANCE DEVELOPMENT  
CORPORATION, an Illinois not-for-profit  
corporation, joint venturer

By: Kathleen Bassett  
Name: KATHLEEN BASSETT  
Title: Exec. Asst.

By: Victor H. Knight  
Name: Victor H. Knight  
Title: Executive Director

By: THRUSH WOODLAWN, INC.,  
Illinois corporation, joint venturer

ATTEST:

By: Mary Smith  
Name: MARY SMITH  
Title: Trustee

By: George H. Thrush  
Name: George H. Thrush  
Title: PRESIDENT

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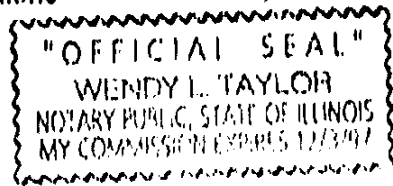
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Wendy L. Taylor, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kristen H. Knight, Assistant Director of RENAISSANCE DEVELOPMENT CORPORATION, joint venturer of RENAISSANCE/THRUSH JOINT VENTURE, 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 corporation, and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 6th day of March, 1995.

Wendy L. Taylor  
Notary Public

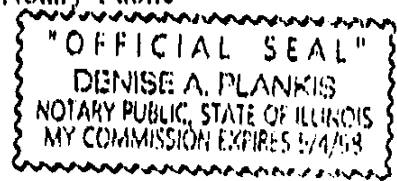


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Denise A. Plankis, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Chase H. Thrush, President of THRUSH WOODLAWN, INC., joint venturer of RENAISSANCE/THRUSH JOINT VENTURE, 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 corporation, and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 6th day of March, 1995.

Denise A. Plankis  
Notary Public



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## CONSENT OF MORTGAGEE

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

Dated: March 9, 1995

BANK OF AMERICA ILLINOIS  
COMMUNITY DEVELOPMENT  
CORPORATION, an Illinois corporation,  
formerly known as CONTINENTAL  
COMMUNITY DEVELOPMENT  
CORPORATION, an Illinois corporation

ATTEST:

By: Andrea E. Gue  
Name: Andrea E. Gue  
Title: Senior Associate

By: [Signature]  
Name: Philip T. White  
Title: Vice President

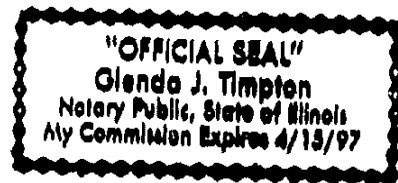
STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

I, Glenda J. Tipton, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Philip T. White, Vice President, of BANK OF AMERICA ILLINOIS, an Illinois corporation, formerly known as CONTINENTAL COMMUNITY DEVELOPMENT CORPORATION and Andrea E. Gue, Senior Associate of said corporation, 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 corporation and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 9<sup>th</sup> day of March, 1995.

[Signature]  
Notary Public

djo/loans/thrush.mmo  
draft #1: 03/03/95 djc



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04/11/2025

COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, IL 60602  
TEL: (773) 304-3000 FAX: (773) 304-3001  
WWW.COOKCOUNTYCLERK.COM

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## EXHIBIT "A"

### PARCEL A:

LOTS 2 AND 3 IN MARVIN A. FARR'S SUBDIVISION OF LOT 26 IN SNOW AND DICKERSON'S SUBDIVISION OF BLOCKS 4, 5 AND 6 (EXCEPT THE NORTH 50 FEET THEREOF) IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE 2 1/2 ACRES) OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL B:

LOTS 3, 4, 5 AND THE WEST 1/2 OF LOT 6 IN THE RESUBDIVISION OF RICHARD CURRAN'S SUBDIVISION OF LOTS 12, 13 AND 14 IN THE SUBDIVISION OF BLOCK 3 (EXCEPT THE NORTH 50 FEET THEREOF) IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE 2 1/2 ACRES) OF SECTION 14 AFORESAID; ALSO LOT 15 IN THE SUBDIVISION OF BLOCK 3 (EXCEPT THE NORTH 50 FEET THEREOF) IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE 2 1/2 ACRES) OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL C:

LOTS 8, 9 AND 10 (EXCEPT THE SOUTH 1 1/4 INCHES OF SAID LOT 10) IN THE SUBDIVISION OF BLOCK 3 (EXCEPT THE NORTH 50 FEET THEREOF) IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE 2 1/2 ACRES) OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PERMANENT INDEX NUMBERS:

20-14-309-015  
20-14-309-016  
20-14-310-009  
20-14-310-012  
20-14-310-013  
20-14-310-014  
20-14-310-015  
20-14-310-026  
20-14-310-025  
20-14-310-027

### ALL COMMONLY KNOWN AS:

VACANT LOTS IN PLAISANCE PLACE  
SOUTH ELLIS AND GREENWOOD AVENUES  
CHICAGO, ILLINOIS

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