

UNOFFICIAL COPY

0010133840

799/085 3.001 Page 1 of 5

2001-02-20 11:07:43

Cook County Recorder 29.50

RECORDATION REQUESTED BY:

Manufacturers Bank
Commercial Banking -
Oakbrook Banking Center
2215 York Road
Oakbrook, IL 60523



WHEN RECORDED MAIL TO:

Manufacturers Bank
Loan Documentation
1200 N. Ashland Avenue
Chicago, IL 60622

SEND TAX NOTICES TO:

Anderson Shumaker Co.
824 S. Central Avenue
Chicago, IL 60644

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Manufacturers Bank
1200 North Ashland Avenue
Chicago, IL 60622

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 10, 2001, is made and executed between Anderson Shumaker Co., an Illinois Corporation, whose address is 824 S. Central Avenue, Chicago, IL 60644 (referred to below as "Grantor") and Manufacturers Bank, whose address is Commercial Banking - Oakbrook Banking Center, 2215 York Road, Oakbrook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 18, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded January 18, 2000 as Document No. 00041353 .

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 824 S. Central Avenue, Chicago, IL 60644. The Real Property tax identification number is 16-17-400-010, 012 AND 16-17-413-021.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The maturity date of January 10, 2001 is hereby extended to April 10, 2001. All other terms and provisions of the Loan Documents remain in full force and effect.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties,

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 2

makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 10, 2001.

GRANTOR:

ANDERSON SHUMAKER CO.

By:



Richard J. Tribble, President, CEO & Treasurer of Anderson Shumaker Co.

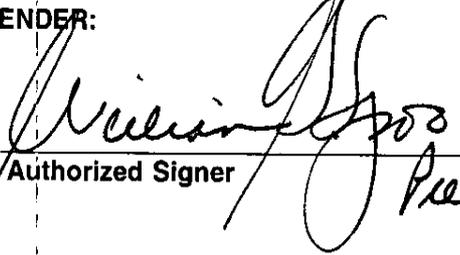
By:



Donald Sutrina, Secretary of Anderson Shumaker Co.

LENDER:

x



Authorized Signer

President - West Region

0010133840 Page 2 of 5

Property of Cook County Clerk's Office

CORPORATE ACKNOWLEDGMENT

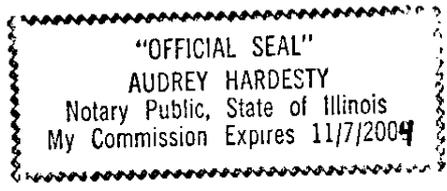
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 10th day of January, 2001 before me, the undersigned Notary Public, personally appeared **Richard J. Tribble, President, CEO & Treasurer of Anderson Shumaker Co. and Donald Sutrina, Secretary of Anderson Shumaker Co.**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Audrey Hardesty Residing at Lockport, IL

Notary Public in and for the State of Illinois

My commission expires 11/7/2004



0010122840

Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Page 4

0010133840

LENDER ACKNOWLEDGMENT

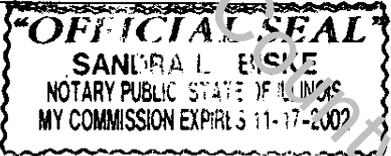
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 10TH day of JANUARY, 2001 before me, the undersigned Notary Public, personally appeared WILLIAM A. SPON and known to me to be the PRESIDENT, WEST, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Sandra L. Biske Residing at 1200 N. ASHLAND AVE.

Notary Public in and for the State of ILLINOIS

My commission expires _____



Clerk's Office

EXHIBIT "A"

Borrower: Anderson Shumaker Co.
(TIN: 36-0736080)
824 S. Central Avenue
Chicago, IL 60644

Lender: Manufacturers Bank
Ashland Banking Facility
1200 North Ashland Avenue
Chicago, IL 60622-2298

This Exhibit "A" is attached to and by this reference is made a part of each Deed of Trust or Mortgage, dated January 10, 2000, and executed in connection with a loan or other financial accommodations between Manufacturers Bank and Anderson Shumaker Co..

THAT PART OF BLOCK 9 IN ANDREW WARREN JR'S RESUBDIVISION OF BLOCKS IN WARREN PARK IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF SAID BLOCK 9, BEING THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE BALTIMORE AND OHIO, CHICAGO TERMINAL RAILROAD COMPANY AT A POINT 105.0 FEET DUE EAST OF THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17, THENCE SOUTH ON A LINE PARALLEL TO SAID WEST LINE 20.1 FEET, MORE OR LESS, TO A LINE PARALLEL TO AND 20 FEET SOUTH OF SAID NORTH LINE; THENCE SOUTHEASTERLY ON A CURVED LINE OF 359.26 FEET RADIUS, TANGENT TO A LINE PARALLEL TO AND 10 FEET SOUTH OF SAID NORTH LINE TO THE SOUTH LINE OF SAID BLOCK 9; THENCE EAST ON SAID SOUTH LINE 320.0 FEET TO THE WEST LINE OF CENTRAL AVENUE ON 56TH AVENUE BEING 40 FEET WEST OF THE EAST LINE OF SAID SECTION 17; THENCE NORTH ON SAID WEST LINE 153.0 FEET TO THE NORTH LINE OF SAID BLOCK 9; THENCE WEST ON SAID NORTH LINE 530.0 FEET, MORE OR LESS TO THE PLACE OF BEGINNING. ALSO THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17, DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, BEING THE SOUTH LINE OF THE AFORESAID BLOCK 9, AT THE WEST LINE OF SAID CENTRAL AVENUE RUNNING THENCE WEST ON SAID NORTH LINE 320.0 FEET TO THE AFORESAID CURVED LINE OF 359.26 FEET RADIUS; THENCE SOUTHEASTERLY ON SAID CURVED LINE CONTINUED 90.0 FEET, MORE OR LESS, TO A LINE PARALLEL TO AND 87.0 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE EAST ON SAID PARALLEL LINE 297.49 FEET TO THE SAID WEST LINE OF CENTRAL AVENUE; THENCE NORTH ON SAID WEST LINE 87.0 FEET TO THE PLACE OF BEGINNING.

THIS EXHIBIT "A" IS EXECUTED ON JANUARY 10, 2000.

BORROWER:

Anderson Shumaker Co.

By: Richard J. Tribble
Richard J. Tribble, President & Treasurer RJD

By: Donald Sutrina
Donald Sutrina, Chief Financial Officer Secretary RJD

LENDER:

Manufacturers Bank

By: William J. Ford
Authorized Officer Pres. West Region