

UNOFFICIAL COPY

0010954459

2001-10-15 10:07:49  
Cook County Recorder 33.00

RECORDATION REQUESTED BY:

CIB Bank  
20527 LaGrange Road  
Frankfort, IL 60423



0010954459

WHEN RECORDED MAIL TO:

CIB Bank  
20527 LaGrange Road  
Frankfort, IL 60423

FOR RECORDER'S USE ONLY

This Modification of Assignment of Rents prepared by:

CIB Bank  
20527 LaGrange Road  
Frankfort, IL 60423

**MODIFICATION OF ASSIGNMENT OF RENTS**

THIS MODIFICATION OF ASSIGNMENT OF RENTS IS DATED August 1, 2001, BETWEEN Dolton Sibley & Greenwood LLC, (referred to below as "Grantor"), whose address is 533 Ashland Ave., Chicago Heights, IL 60411; and CIB Bank (referred to below as "Lender"), whose address is 20527 LaGrange Road, Frankfort, IL 60423

**ASSIGNMENT OF RENTS.** Grantor and Lender have entered into an Assignment of Rents dated September 28, 1999 (the "Assignment of Rents") recorded in Cook County, State of Illinois as follows:

Recorded on September 30, 1999 with the Cook County Recorder's Office as Document No. 99929461.

**REAL PROPERTY DESCRIPTION.** The Assignment of Rents covers the following described real property (the "Real Property") located in Cook County, State of Illinois:

SEE ATTACHED "EXHIBIT - LEGAL DESCRIPTION", WHICH IS MADE AN INTEGRAL PART HEREOF.

The Real Property or its address is commonly known as the **Northeast corner of Northeast Corner of Sibley and Greenwood, Dolton, IL 60419.**

Grantor and Lender hereby modify the Assignment of Rents as follows:

**"Grantor" should now read:**

The word "Grantor" means Dolton Sibley & Greenwood LLC. The Grantor is the mortgagor under this Mortgage.

**BOX 333-CTI**

L 781894

Property of Cook County Clerk's Office

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**RECORDATION REQUESTED BY:**

CIB Bank  
Frankfort Branch  
20527 LaGrange Road  
Frankfort, IL 60423

**WHEN RECORDED MAIL TO:**

CIB Bank  
Frankfort Branch  
20527 LaGrange Road  
Frankfort, IL 60423

**SEND TAX NOTICES TO:**

Dolton Sibley & Greenwood  
LLC  
533 Ashland Ave.  
Chicago Heights, IL 60411

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

Kathy Fuerst  
CIB Marine Bancshares, Inc.  
10038 West Loomis Road  
Franklin, WI 53132

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 1, 2001, is made and executed between Dolton Sibley & Greenwood LLC, whose address is 533 Ashland Ave., Chicago Heights, IL 60411 (referred to below as "Grantor") and CIB Bank, whose address is 20527 LaGrange Road, Frankfort, IL 60423 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 28, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on September 30, 1999 in the Office of the Cook County Recorder as Document No. 99929460.

**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 Northeast Corner of Sibley & Greenwood, Dolton, IL 60419. The Real Property tax identification number is 29-11-129-037-0000, 29-11-130-035-0000, and 29-11-133-020-0000.

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

**"Grantor" should now read:**

The word "Grantor" means Dolton Sibley & Greenwood LLC. The Grantor is the mortgagor under this Mortgage.

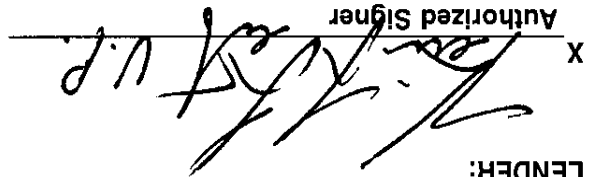
All other terms and conditions remain unchanged.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain

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Property of Cook County Clerk's Office

X  
Authorized Signer  


LENDER:

LLC

By:   
Michael H. Rose, Manager of Dolton Sibley & Greenwood

DOLTON SIBLEY & GREENWOOD LLC

GRANTOR:

AUGUST 1, 2001.

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

subsequent actions.

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, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by the 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.

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## MODIFICATION OF ASSIGNMENT OF RENTS

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(Continued)

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Assignment of Rents shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Assignment of Rents 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 Assignment of Rents (the "Note"). It is the intention of Lender to retain as liable all parties to the Assignment of Rents and all parties, 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 Assignment of Rents 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.

**EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF ASSIGNMENT OF RENTS, AND EACH GRANTOR AGREES TO ITS TERMS.**

GRANTOR:

**DOTON SIBLEY & GREENWOOD LLC**

By: Michael H. Rose  
 Michael H. Rose, Manager of Dolton Sibley & Greenwood LLC

LENDER: CIB Bank

By: [Signature]  
 Authorized Officer

### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
 COUNTY OF Cook )

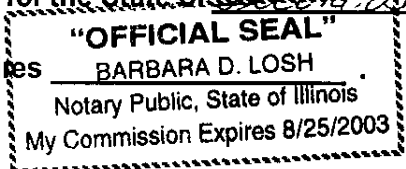
On this day before me, the undersigned Notary Public, personally appeared **Michael H. Rose, Manager of Dolton Sibley & Greenwood LLC**, and known to be a member or designated agent of the limited liability company that executed the Modification of Assignment of Rents, and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact execute the Assignment on behalf of the limited liability company

Given under my hand and official seal this 24<sup>th</sup> day of September, #9 2001

By: [Signature]

Notary public in and for the State of Illinois

My commission expires BARBARA D. LOSH  
 Notary Public, State of Illinois  
 My Commission Expires 8/25/2003



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**LENDER ACKNOWLEDGMENT**

STATE OF ILLINOIS )  
 )ss  
COUNTY OF COOK )

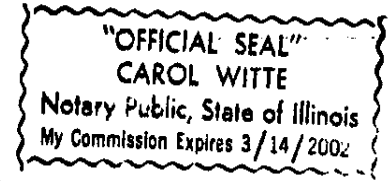
On this day before me, the undersigned Notary Public, personally appeared LEVIN L. LIETZ of **CIB Bank**, and that the seal affixed to the foregoing Modification of Assignment of Rents is the corporate seal of said corporation and that said Modification was signed and sealed on behalf of said corporation, by authority of its Board of Directors, said VICE PRESIDENT of **CIB Bank**, acknowledged said Modification to be the free act and deed of said corporation.

Given under my hand and official seal this 25 day of SEPTEMBER, 2001.

By Carol Witte

Notary Public in and for the State of ILLINOIS

My Commission expires \_\_\_\_\_



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## MODIFICATION OF MORTGAGE

(Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 25<sup>th</sup> day of SEPTEMBER 2001 before me, the undersigned Notary Public, personally appeared KEVIN L. LIETZ and known to me to be the VICE PRESIDENT, 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.

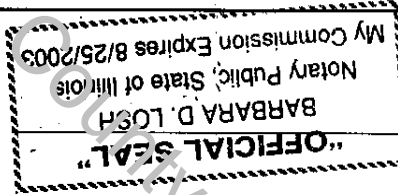
By Carol Witte Residing at OAK LAWN ILLINOIS  
Notary Public in and for the State of ILLINOIS

My commission expires \_\_\_\_\_



10954459

Property of Cook County



My commission expires

Notary Public in and for the State of Illinois

By *Barbara D. Losh*

Residing at *Chicago Heights*

Modification-on-behalf of the limited liability company.

On this *21st* day of *September*, *2001*, before me, the undersigned Notary Public, personally appeared **Michael H. Rose, Manager of Dolton Sibley & Greenwood LLC**, and known to me and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the

COUNTY OF *Cook*

STATE OF *Illinois*

)  
) SS  
)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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STREET ADDRESS: SIBLEY & GREENWOOD  
CITY: DOLTON COUNTY: COOK  
TAX NUMBER: 29-11-133-020-0000

## LEGAL DESCRIPTION:

LOT 1 IN RUBY'S RESUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS PER PLAT THEREOF RECORDED AS DOCUMENT 99916156. MORE PARTICULARLY DESCRIBED AS FOLLOWS

THE WEST 317.11 FEET OF A TRACT OF LAND BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 10 CHAINS; THENCE EAST 10 CHAINS; THENCE SOUTH 10 CHAINS; THENCE WEST 10 CHAINS TO THE POINT OF BEGINNING; (EXCEPT THEREFROM THE SOUTH 50 FEET AND ALSO EXCEPT THEREFROM THE WEST 170.0 FEET OF THE EAST 231.20 FEET OF THE NORTH 175.0 FEET OF THE SOUTH 225.0 FEET)

ALSO

ALL OF LOT 20 IN DOLTON INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

ALL OF LOTS 1 TO 36, BOTH INCLUSIVE, IN BLOCK 4 IN GREENWOOD TERRACE, BEING A RESUBDIVISION OF BLOCKS 1, 2, 4, 5 AND 6 AND BLOCK 3 (EXCEPT LOTS 23 TO 36 INCLUSIVE) OF SUBDIVISION OF PART OF THE SOUTH 25 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOT 1 IN BERNHARD ENGLE'S SUBDIVISION OF SAID SECTION;

ALSO

ALL OF THE 16 FOOT WIDE PUBLIC ALLEYS IN BLOCK 4 IN SAID GREENWOOD TERRACE VACATED BY ORDINANCE RECORDED AS DOCUMENT 20312113;

ALSO

INGLESIDE AVENUE (66 FEET WIDE) LYING SOUTH OF THE WESTERLY PROLONGATION OF THE CENTER LINE OF 149TH STREET AND LYING NORTH OF THE NORTH LINE OF SIBLEY BOULEVARD AND LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF GREENWOOD ROAD AND THE WEST 1/2 OF ELLIS AVENUE (33 FEET WIDE) LYING SOUTH OF THE EASTERLY PROLONGATION OF THE CENTER LINE OF 149TH STREET AND LYING NORTH OF THE NORTH LINE OF SIBLEY BOULEVARD AND THAT PART OF THE SOUTH 1/2 OF 149TH STREET (33 FEET WIDE) LYING EAST OF THE NORTHERLY PROLONGATION OF THE EAST LINE OF INGLESIDE AVENUE AND LYING WEST OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF ELLIS AVENUE ALL AS HERETOFORE DEDICATED IN SUBDIVISION OF PART OF THE SOUTH 25 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH LOT 1 IN BERNHARD ENGLE'S SUBDIVISION IN SAID SECTION AND VACATED BY ORDINANCE RECORDED AS DOCUMENT 20312113, ALL IN COOK COUNTY, ILLINOIS. EXCEPTING FROM THE ABOVE PARCELS THAT PART OF SIBLEY BOULEVARD DEDICATED FOR PUBLIC USE AND DESCRIBED AS FOLLOWS: THE SOUTH 50.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THE WEST 317.11 FEET OF A TRACT OF LAND BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 10 CHAINS; THENCE EAST 10 CHAINS; THENCE SOUTH 10 CHAINS; THENCE WEST 10 CHAINS TO A POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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