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2001-12-03 10:56:33
Cook County Recorder 27.50

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
DEERFIELD
300 PARK BOULEVARD
SUITE 400
ITASCA, IL 60143



0011133215

WHEN RECORDED MAIL TO:

First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502



Property of Cook County Clerk's Office

FOR RECORDER'S USE ONLY

510005250 29371

This Modification of Mortgage prepared by:

First Midwest Bank
300 N. Hunt Club Road
Gurnee, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 11, 2001, is made and executed between SUNRISE ELECTRONICS, INC., whose address is 130 MARTIN LANE, ELK GROVE VILLAGE, IL 60007 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 20, 1998 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED JANUARY 28, 1998 AS DOCUMENT NUMBER 98071556 IN COOK COUNTY.

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

LOT 1 IN TELAR'S SECOND RESUBDIVISION OF LOT 2 IN TELAR RESUBDIVISION OF LOT 6 IN MAYFAIR INDUSTRIAL PARK UNIT 2 IN THE WEST 1/2 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 130 MARTIN LANE, ELK GROVE VILLAGE, IL 60007. The Real Property tax identification number is 08-22-301-056-0000.

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

TO DELETE THE DEFINITION OF "NOTE" THEREIN ITS ENTIRETY AND TO INSERT IN LIEU THEREOF THE FOLLOWING: NOTE. THE WORD "NOTE" MEANS THE PROMISSORY NOTE OR CREDIT AGREEMENT DATED OCTOBER 11, 2001 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,560,000.00 FROM BORROWER TO LENDER TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT.

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

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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 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 OCTOBER 11, 2001.

GRANTOR:

SUNRISE ELECTRONICS, INC.

By:



ASHOK PATEL, President of SUNRISE ELECTRONICS, INC.

LENDER:

X

Authorized Signer



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CORPORATE ACKNOWLEDGMENT

STATE OF IL)

COUNTY OF lake)

) SS

On this 11th day of October, 2001 before me, the undersigned Notary Public, personally appeared **ASHOK PATEL, President of SUNRISE ELECTRONICS, INC.**, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the Corporation.

By Christine M Kirchner Residing at 725 Waukegan Road Deerfield, Illinois 60015

Notary Public in and for the State of IL

My commission expires 2/19/02



LENDER ACKNOWLEDGMENT

STATE OF IL)

COUNTY OF lake)

) SS

On this 11th day of October, 2001 before me, the undersigned Notary Public, personally appeared Joseph H Zoeller and known to me to be the V.P., 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 Christine M Kirchner Residing at FIRST MIDWEST BANK 725 Waukegan Road Deerfield, Illinois 60015

Notary Public in and for the State of IL

My commission expires 2/19/02



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