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2001-12-31 11:07:46

Cook County Recorder

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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

David J. O'Keefe
Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street
Suite 1910
Chicago, Illinois 60601



**SECOND MODIFICATION OF MORTGAGE
AND OTHER SECURITY DOCUMENTS**

THIS SECOND MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS ("Modification") is made and entered into as of the 21st day of December, 2001, by T & B VENTURES, L.L.C., an Illinois limited liability company ("Borrower") with a mailing address 901 North Ashland Avenue, Chicago, Illinois 60622, to and for the benefit of MB FINANCIAL BANK, N.A. formerly known as MANUFACTURERS BANK ("Lender"), with a mailing address of 1200 North Ashland Avenue, Chicago, Illinois 60622 Attention: Jane M. Okarski.

RECITALS:

WHEREAS, Lender has heretofore made a loan (the "Loan") to Borrower in the original principal amount of One Million Two Hundred Ninety Four Thousand and 00/100 Dollars (\$1,294,000.00); and

WHEREAS, the Loan is evidenced by a Mortgage Note dated as of September 27, 2000, as amended by an Amendment to Mortgage Note dated September 26, 2001 (the "Note") made by Borrower whereby Borrower promised to pay to the order of Lender the principal sum of One Million Two Hundred Ninety Four Thousand and 00/100 Dollars (\$1,294,000.00), all as more specifically set forth in said Note; and

WHEREAS, the Note is secured by, among other things, a Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of the 27th day of September, 2000, by Borrower in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 12, 2000, as Document No. 00797970, as amended by a Modification of Mortgage and Other Security Documents dated September 26, 2001, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on November 15, 2001, as Document No. 0011076735 (the "Mortgage"), an Assignment of Leases and Rents dated as of the 27th day of September, 2000, by Borrower in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 12, 2000, as Document No. 00797971, and a Guaranty of Payment dated as of the 27th day of September 2000, (the "Guaranty") by Gary Treinkman and Stanley Boduch (collectively "Guarantors") in favor of Lender; and any and all other instruments and documents executed by or on behalf of Borrower and delivered to Lender in connection with the Loan, which

are hereinafter collectively referred to as the "Other Security Documents"; and

WHEREAS, the Note provides that the Maturity Date thereof is December 26, 2001; and

WHEREAS, Borrower desires that the Loan be modified to extend the Maturity Date of the Note; and

WHEREAS, the parties desire to modify and amend the Loan as provided herein and as a condition to such modification, Lender is requiring: (i) this Modification; (ii) an Amendment to Mortgage Note dated of even date herewith executed by Borrower (the "Note Amendment"), whereby the Note is modified to extend the Maturity Date as provided above; and (iii) a Consent and Reaffirmation of Guarantors and Modification of Guaranty of Payment executed by Guarantors ("Guaranty Modification") whereby the Guaranty is modified to refer to the Note as modified by the Note Amendment.

NOW, THEREFORE, for and in consideration of Ten and 00/100 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 and the Other Security Documents.

2. **Amendment to Mortgage.** The following language is hereby deleted from the first "Whereas" clause of the Mortgage: "December 26, 2001" and the following is inserted therefor: "March 26, 2002".

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

4. **References to Loan Documents and Guaranty.** Any and all references in the Note, the Mortgage and the Other Security Documents to the "Loan Documents" shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification; and any and all references in the Note, the Mortgage and the Other Security Documents to the "Guaranty" shall from and after the date hereof be deemed to refer to the Guaranty as modified by the Guaranty Modification.

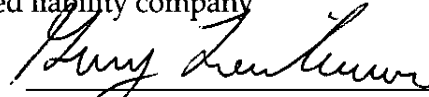
5. **Reaffirmation of Representations and Warranties.** Mortgagor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Mortgage and the Other Security Documents.

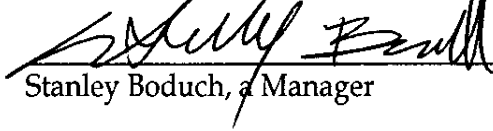
6. **Reaffirmation of Covenants.** Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and the Other Security Documents as herein modified.

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

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.

T & B VENTURES, L.L.C., an Illinois limited liability company

By: 
Gary Treinkman, a Manager

By: 
Stanley Boduch, a Manager

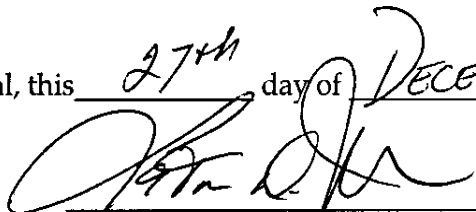
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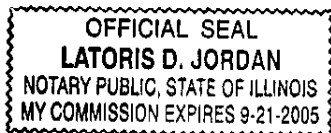
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, LATORIS D. JORDAN, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GARY TREINKMAN and STANLEY BODUCH, Managers of T & B VENTURES, L.L.C., an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing **Second 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 Company as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 27th day of December, 2001.



Notary Public



Property of Cook County Clerk's Office

EXHIBIT "A"

LEGAL DESCRIPTION

THE EAST 5 FEET OF LOT 29 AND ALL OF LOTS 30 AND 37 IN BLOCK 15 IN BICKERDIKE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-08-121-032-0000
17-08-121-033-0000
17-08-121-034-0000
17-08-121-035-0000

COMMONLY KNOWN AS 1500-1528 WEST GRAND AVENUE, CHICAGO, ILLINOIS

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