# UNOFFICIAL C 97/8 0256 to 801 Page 1 of 8 2001-12-19 12:13:07 Cook County Recorder 35.00



#### FIRST MODIFICATION TO MORTGAGE

THIS FIXST MODIFICATION TO MORTGAGE (hereinafter referred to as the "First Modification") is executed as of this 1st day of September, 2001, by and between POLAMER, INC. (hereinafter referred to as "Mortgagor") and BANCO POPULAR NORTH AMERICA (hereinafter referred to as "Mortgagee").

### WITNESSFTH:

whereas, Mortgagor is indebted to Mortgagee as of the date of this First Modification as evidenced by Mortgagor's Mortgage Note dated October 26, 1995, in the original principal amount of \$825,000.00 (hereinafter referred to as the "Original Note"); and

WHEREAS, the Original Note is secured by that certain
Mortgage, Security Agreement, Assignment of Rents and Financing
Statement dated October 26, 1995 (hereinafter referred to as the
"Mortgage") and recorded with the Recorder of Deeds of Cook
County, Illinois as Document No. 95737108 on October 27, 1995;
and

BOX 333-CTT

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WHEREAS, Mortgagor has contemporaneously herewith executed a Secured Promissory Note of even date herewith in the principal amount of \$643,270.56 maturing on September 1, 2006 (hereinafter referred to as the "Revised Note"); and

WHEREAS, Mortgagor recognizes and confirms that the lien of the aforesaid Mortgage held by Mortgagee is a valid and subsisting first lien on the real property located at 5480 N.

Northwest Highway, Chicago, Cook County, State of Illinois as described in Exhibit AB, attached hereto and incorporated herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and upon the express condition that the lien of the aforesaid Mortgage held by Mortgagee is a valid and subsisting first prior lien on the premises described in <a href="Exhibit">Exhibit</a>

\*A\* and on the further condition that the execution of this First Modification will not impair the lien of the Mortgage and further upon the express condition that in the event of a breach of either of the above expressed conditions this First Modification will not take effect and will be null and void;

IT IS HEREBY agreed to by the parties as follows:

- 1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding upon the parties.
- 2. Mortgagor hereby covenants, promises and agrees to perform each and all of the covenants and agreements contained in

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the Mortgage to be performed by the Mortgagor at the time and in the manner in all respects provided therein and to be bound by all the terms and provisions of said Mortgage.

- It is further agreed, however, that the Mortgage is hereby modified to provide that it shall secure the payment of the Revised Note and any renewals, substitutions and extensions thereof, and the payment of any and all sums heretofore or hereafter logned and advanced by Mortgagee to Mortgagor, all of which sums together with the amount owing on the Revised Note shall not exceed One Million and No/100 Dollars (\$1,000,000.00), and the performance and observance by the Mortgagor, and any guarantors of any indebtedness secured by the Mortgage, of all of the covenants, agreements, and conditions contained in the Revised Note, the Mortgage, in all other instruments pertaining to the repayment of any indebtedness secured by the Mortgage (including any guaranty thereof) and in any other security agreement relating to the sums secured by the Mortgage.
- The Mortgage as modified herein is subject to all the provisions contained in the Mortgage and all other documents executed in connection therewith. Mortgagor hereby agrees, recognizes and confirms that the Mortgage as modified secures the performance of all those covenants, agreements and conditions contained in all the instruments pertaining to the repayment of the Original Note.

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- 5. The Mortgagor hereby agrees that if a default is made in the payment of any principal or interest due under the Revised Note, or if there shall be any other breach or default of the terms, conditions or covenants of the Mortgage, the Revised Note or any other document executed in connection with the indebtedness secured by the Mortgage, then the entire principal balance of the Revised Note, together with all accrued interest and any other sums provided for in the Revised Note shall, at the option of Mortgagee, become due and payable without further notice.
- 6. All the real property described in **Exhibit AR** herein shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and the Revised Note, and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge encumbrance or the conveyance created by the Mortgage, except as expressly provided herein.
- 7. The original executed copy of this First Modification shall be duly recorded with the Recorder of Deeds of Cook County, Illinois. This First Modification, together with the Revised Note, the Mortgage, and any other documents executed by the Mortgagor in connection with the indebtedness secured by the Mortgage as modified hereby, shall be binding upon the Mortgagor and its successors and assigns.

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IN WITNESS WHEREOF, this FIRST MODIFICATION TO MORTGAGE is executed as of the day and year first written above.

MORTGAGOR:

POLAMER, INC.

BANCO POPULAR NORTH AMERICA

This document prepared by and mail to:

Property of Cook County Clerk's Office David A. Kallick Tishler & Wald, Ltd. 200 S. Wacker Drive Suite 2600 Chicago, IL 60606 (312) 876-3800

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### **UNOFFICIAL COPY**

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### **ACKNOWLEDGMENT**

STATE OF ILLINOIS)	
COUNTY OF COOK )	
Walter Kotaba, the President to me to be the same person foregoing instrument, appear acknowledged that he signed own free and voluntary act a company, for the uses and pu	, a Notary Public in and inty and State, DO HEREBY CERTIFY that of POLAMER, INC., personally known whose name is subscribed to the ed before me this day in person and and delivered said instrument as his and the free and voluntary act of the arposes set forth therein.
ECENBER , 2001.	
· · · · · · · · · · · · · · · · · · ·	Marissa Singal
OFFICIAL SEAL MARISSA GONZALEZ NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:04/03/04	NOWARY PUBLIC  My commission expires:
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	04/03/04
	. 04/03/04/ Office

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### **ACKNOWLEDGMENT**

STATE OF ILLINOIS)	
) ss.	
COUNTY OF COOK )	
- Marie Garage	- Motory Dublic in and
for and regiding in gaid Cou	, a Notary Public in and inty and State, DO HEREBY CERTIFY that
to and residing in said cou	ce President of BANCO POPULAR NORTH
	me to be the same person whose name
	ng instrument, appeared before me
	owledged that he or she signed and
	his or her own free and voluntary
	ntary act of said company for the
uses and purposes set forth	therein.
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GIVEN under my hand and	notarial seal this 🗂 💆 day of
DECEMBER, 2001.	4
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	Minister Small
	Notary Public
OEEICIA!	
OFFICIAL SEAL	
MARISSA GONZALEZ	My commission expires:
TO THE PROPERTY OF THE PARTY OF	
MANANANA CARABANAMANA	04/03/04

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#### EXHIBIT "A"

### **LEGAL DESCRIPTION**

That part of the West ½ of the Northeast 1/4 lying between the Southerly line of Norwood Park Avenue and the Chicago and Northwestern Rail Road Company right of way of Section 8, Township 40 North, Range 13, East of the Third Principal Meridian, lying east of the East line of Austin Avenue and Northeast of a line drawn at right angles to the Southerly line of Norwood Park Avenue, through a point on the Southerly line of said Norwood Park Avenue 311.25 feet Northwest of the East line of the West ½ of the West ½ of the Northeast 1/4 of said Section 8 as established by Decree of the Superior Court Case 402084, in Cook County, Illinois.

P.I.N.#:

12-08-216-038-0000

Property Address:

\$480 N. Northwest Highway, Chicago, IL

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