

DOCUMENT NO.

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00143479

875 001 02 001 Page 1 of 10
2000-02-28 10:23:34
Cook County Recorder 39.50

MODIFICATION OF REAL ESTATE MORTGAGE -- BY LENDER

The undersigned Lender certifies that the following is fully paid and satisfied:

Mortgage executed by American Foundrymen's Society

to Lender and recorded in the office of the Register of Deeds

County, Doc. of Cook IL. as No. 3862757,
(Record)

in Vol. _____ of (Mortg's) on page _____ covering the real estate described below:



RETURN TO: U. S. Bank National Association
Collateral Department
201 W Wisconsin Ave.
Milwaukee, WI 53259-1000



Parcel Identification Number (PIN)

Property of Cook County Clerk's Office

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P-10
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MORTGAGE MODIFICATION AGREEMENT

This Modification Agreement is dated as of this 31st day of October 1999, and is made between American Foundrymen's Society, an Illinois Corporation ("Mortgagor") and U.S. Bank National Association f/k/a First Bank National Association, as Successor in Interest to The First National Bank of Des Plaines ("Mortgagee").

UNDERSTANDINGS

- A. Mortgagor executed a Mortgage in favor of Mortgagee dated as of September 30, 1989, and registered February 27, 1990, with the Cook County Registrar of Titles as Document No. 3862737 (the "Mortgage") encumbering the real estate described on Exhibit A attached hereto and made a part hereof.
- B. The Mortgage secured the indebtedness, obligations and liabilities of Mortgagor and Cast Metals Institute, an Illinois corporation pursuant to a Promissory Note in the original principal amount of \$1,000,000.00 dated September 30, 1989, payable to Mortgagee and executed by Mortgagor and Cast Metals Institute, an Illinois corporation ("Note I") and any renewals thereof.
- C. Mortgagor executed a Mortgage Modification Agreement in favor of Mortgagee dated as of October 31, 1992, and recorded with the Cook County Recorder, Torrens Recording Department on November 17, 1992, as document number 92859969 ("Mortgage Modification") encumbering the real estate described on Exhibit A.
- D. Mortgagor executed a Mortgage Modification Agreement in favor of Mortgagee dated as of October 31, 1993, and recorded with the Cook County Recorder, on November 4, 1993, as document number 93893535 ("Mortgage Modification I") encumbering the real estate described on Exhibit A.
- E. Mortgagor executed a Mortgage Modification Agreement in favor of Mortgagee dated as of October 31, 1994, and recorded with the Cook County Recorder on October 19, 1994, as document 94896006 ("Mortgage Modification II") encumbering the real estate described on Exhibit A.
- F. Mortgagor executed a Mortgage Modification Agreement in favor of Mortgagee dated as of October 31, 1995, and recorded with the Cook County Recorder on May 17, 1996, as document number 96378234 ("Mortgage Modification III") encumbering real estate described on Exhibit A.
- G. The Mortgage as modified by Mortgage Modification III secures the indebtedness, obligations and liabilities of Mortgagor and Cast Metals Institute, an Illinois corporation pursuant to a Promissory Note in the original principal amount of \$1,000,000.00 dated October 31, 1995, payable to Mortgagee and executed by Mortgagor and Cast Metals Institute, an Illinois corporation (Note II) which is a renewal of Note I and any renewals thereof.

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- H. The Mortgage as modified by Mortgage Modification IV secures the indebtedness, obligations and liabilities of Mortgagor and Cast Metals Institute, an Illinois corporation pursuant to a Promissory Note in the original principal amount of \$1,000,000.00 dated October 31, 1997, payable to Mortgagee and executed by Mortgagor and Cast Metals Institute, an Illinois corporation (Note III) which is a renewal of Note II and any renewals thereof.
- I. Mortgagor and Cast Metals Institute wish to extend the term of Note II, and Mortgagee is willing to do so.

NOW THEREFORE, in consideration of the Understanding set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. The first paragraph immediately following the word "WITNESS" on the first page of the Mortgage is hereby deleted in its entirety, and the following is substituted in its place:

"WITNESS: Cast Metals Institute, an Illinois corporation ("Debtor") and Mortgagor have executed a promissory note ("Note") dated as of October 31, 1999, payable to the order of the Mortgagee in the principal amount of \$1,000,000.00, plus interest at the per annum rate of the Reference Rate of Mortgagee and after DEFAULT or MATURITY at the per annum rate of three percent (3%) in excess of the Reference Rate of Mortgagee. The Note with any accrued and unpaid interest is payable on October 31, 2000, unless the Note shall become due earlier whether by acceleration or otherwise. Interest is payable monthly commencing on November 30, 1999, and on the last day of each month thereafter until Maturity. This Mortgage secures a Revolving Credit Note. Disbursements of principal shall be made in accordance with the terms of the Note. The Mortgagor and Debtor may borrow, repay and reborrow up to the full principal amount of \$1,000,000.00 in accordance with the terms of the Note. This Mortgage secured not only the indebtedness from the Mortgagor and Debtor to the Mortgagee existing on the date hereof but all such future advances, whether such advances are obligatory or to be made at the option of the Mortgagee or otherwise as are made within twenty (20) years from the date of this Mortgage to the same extent as if such future advances were made on the date of the execution of this Mortgage although there may be no advance made at the time of the execution of this Mortgage and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any time shall not exceed and amount in excess of 400% of the original stated principal amount of the Note and this Mortgage including additional advances plus interest thereon and any disbursements made by Mortgagee for the payment of taxes, special assessments or insurance on the Premises, with interest on such disbursements."

2. In all other respects, the Mortgage shall remain unchanged and in full force and effect.

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MORTGAGOR:

American Foundrymen's Society
an Illinois corporation

By: Maria P. Koman

Its: V.P. Finance

MORTGAGEE:

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U.S. Bank National Association
f/k/a First Bank National Association

By: [Signature]

Its: Officer

STATE OF WISCONSIN }
 } SS
COUNTY OF MILWAUKEE }

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that Maria P. Koman, personally known to me to be the Vice President of Finance of American Foundrymen's Society, an Illinois corporation, appeared before me this day in person and severally acknowledged that as such Vice President of Finance she signed and delivered the said instrument as Vice President of Finance of said corporation pursuant to authority given by the Board of Directors of said corporation as his/her free and voluntary act, for the uses and purposes therein set forth.

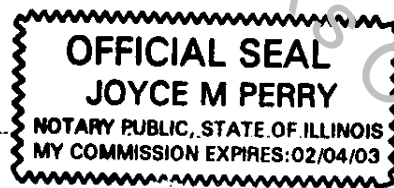
Given under my hand and official seal this 31st day of October 1999.

Joyce M. Perry
Notary Public

My Commission Expires: 12 / 1 / 99

This instrument was drafted by:

Karen Peters
201 W. Wisconsin Avenue
Milwaukee, Wisconsin



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COOK COUNTY CLERK'S OFFICE

TO THE HONORABLE JUDGE OF THE COURT OF COMMON PLEAS IN AND FOR THE COUNTY OF COOK, ILENA M. BROWN, CLERK OF SAID COURT, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN YOUR OFFICE ON THE 10th DAY OF FEBRUARY, 1900, AT CHICAGO, ILLINOIS.

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EXHIBIT A

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PARCEL 1:

LOT ONE (1), LOT TWO (2), LOT THREE (3) and that part of the Easterly Half ($\frac{1}{2}$) of the Heretofore vacated 20 foot wide alley lying immediately North Easterly of the Northwesterly prolongation of the Southerly Line of said Lot 3 as per vacation, Document No. 3505730. LOT FOUR and that part of the Westerly Half ($\frac{1}{2}$) of the Heretofore vacated 20 foot wide alley lying immediately East and Southeast of Lot 4 and lying Northerly of a line drawn from the most Southerly corner of Lot 4 to the Southwest corner of Lot 48, all in said Block 4 as per Vacation Document No. 3505730. All of LOT FIVE (5). LOT SIX (except that part thereof described as follows: Commencing at a point 8.32 feet East of the North West Corner thereof; thence South on a line forming an interior angle of $90^{\circ}04'$, a distance of 61.54 feet; thence West 3.09 feet; thence South parallel with the first described course, a distance of 111.01 feet to the South Line of Lot 6, aforesaid; thence Northwesterly to the South West Corner of Lot 6, aforesaid; thence North on the West Line of Lot 6, aforesaid, to the North West Corner thereof; thence East 8.32 feet to the point of beginning). Lot FORTY EIGHT (Except the Southwesterly 20 feet thereof) and that part of the Easterly Half ($\frac{1}{2}$) of the Heretofore vacated 20.00 foot alley lying South of the Northwesterly prolongation of the Northerly line of Lot 48 and lying North of a line drawn from the Southwest corner of said Lot 48 to the most Southerly corner of said Lot 4, as per Vacation Document No. 3505730.

All in Block Twelve (12) in H.M. Cornell Company's Cumberland, a Subdivision of the South Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section 7, Township 41 North, Range 12, East of the Third Principal Meridian; also that part of the East Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the center line of Seeger's Road called Elk Grove Road, and a Resubdivision of Lots 1 and 8, in Seeger's Subdivision of part of the South Half ($\frac{1}{2}$) of Fractional Section 7, and part of the North Half ($\frac{1}{2}$) of Fractional Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded in the Recorder's Office of Cook County, Illinois, February 29, 1928, as Document Number 9940985, in Book 255 of Plats, Page 36, filed in the Office of the Registrar of Titles of said County, February 29, 1928, as Document Number 394967 and according to the Surveyor's Certificate of Correction thereof recorded in said Recorder's Office, September 28, 1927, as Document Number 10492548 and filed in said Registrar's Office, September 16, 1932, as Document Number 592610 and refiled as Document Number 594999.

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PARCEL 3:

LOT FORTY TWO (42), LOT FORTY THREE (43) In Block Twelve (12) in H.M. Cornell Co's Cumberland, a Subdivision of the South Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section 7, Township 41 North, Range 12, East of the Third Principal Meridian also that part of the East Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section 12, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the center line of Seeger's Road, called Elk Grove Road, and a Resubdivision of Lots 1 and 8 in Seeger's Subdivision of part of the South Half ($\frac{1}{2}$) of Fractional Section 7 and part of the North Half ($\frac{1}{2}$) of Fractional Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded in the Recorder's Office of Cook County, Illinois, February 29, 1928, as Document Number 9940985, in book 25 of Plats Page 36 and filed in the Office of the Registrar of Titles of said County February 29, 1928 as Document Number 394967 and according to the Surveyor's Certificate of Correction thereof, recorded in said Recorder's Office September 28, 1929, as Document Number 1049548 and filed in said Registrar's Office September 16, 1932, as Document Number 592610.

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PARCEL 5:

LOT FORTY FOUR (44) BLOCK TWELVE (12) in The H.M. Cornell Co.'s Cumberland, a Subdivision of the South Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section 7, Township 41 North, Range 12, East of the Third Principal Meridian, also that part of the East Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the center line of Seeger's Road called Elk Grove Road, and a Resubdivision of Lots 1 and 8 in Seeger's Subdivision of part of the South Half ($\frac{1}{2}$) of Fractional Section 7 and part of the North Half ($\frac{1}{2}$) of Fractional Section 18, Township 41 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois according to the Plat thereof recorded in the Recorder's Office of Cook County, Illinois, February 29, 1928, as Document Number 9940985 in Book 255 of Plats Page 36, filed in the Office of the Registrar of Titles of said County February 29, 1928 as Document Number 394967, and according to the Surveyor's Certificate of Correction thereof recorded in said Recorder's Office September 28, 1929, as Document Number 10492548, and filed in said Registrar's Office September 16, 1932 as Document Number 592610.

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LOT FORTY FIVE (45) BLOCK TWELVE (12) IN THE CONNELL CO'S CUMBERLAND SUBDIVISION
OF THE SOUTH HALF (S) OF THE SOUTHWEST QUARTER (SW) OF THE SOUTHWEST QUARTER (SW) OF SECTION
10 TOWNSHIP 41 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN also part of
the East Half (E) of the Southeast Quarter (SE) of Section 14 Township 41 North Range
11 East of the Third Principal Meridian containing 0.3125 acres more or less
as shown on the plat of said subdivision recorded in Cook County, Illinois
under the name of the Cumberbund Subdivision, 10/1/1911.

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PARCEL 6:

LOT FORTY FIVE (45) BLOCK TWELVE (12) in H.M. Cornell's Co.'s Cumberland Subdivision of the South Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section 7, Township 41 North, Range 12, East of the Third Principal Meridian; also that part of the East Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of Section 18, Township 41 North, Range 12, East of the Third Principal Meridian lying North of the center line of Seeger's Road, called Elk Grove Road, and a Resubdivision of Lots 1 and 8 in Seeger's Subdivision of part of the South Half ($\frac{1}{2}$) of Fractional Section 7 and part of the North Half ($\frac{1}{2}$) of Fractional Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, situated in the City of Des Plaines, Cook County, Illinois, according to the Plat thereof filed in the Office of the Registrar of Titles February 29, 1928, as Document Number 394967 and according to the Surveyor's Certificate of Correction filed in the Registrar's Office September 16, 1932, as Document Number 594999.

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PARCEL 8:

The vacated alley lying between Lots 3 and 4 and Lots 4 and 48 beginning at State Street and extending Southerly to a line drawn at right angles to the westerly line of Lot 48 from a point 20 feet northeasterly of the southwesterly corner of said Lot 48 in Block 12 in H.M. Cornell's Company's Cumberland aforesaid.

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