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4/31/02 14:45:00 Page 1 of 4  
2002-05-28 12:41:34  
Cook County Recorder 27.00

RECORDATION REQUESTED BY:  
Harris Bank Winnetka, N.A.  
520 Green Bay Road  
Winnetka, IL 60093



0020598886

WHEN RECORDED MAIL TO:  
Harris Bank/BLST  
Attn: Collateral management  
P.O. Box 2880  
Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:

Carmen Palacios, Documentation Specialist  
Harris Bank/BLST 311/14  
311 W. Monroe  
Chicago, IL 60606

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 15, 2002, is made and executed between Pembroke Avenue Limited Partnership whose address is 2495 Pembroke Avenue, Hoffman Estates, IL 60195 (referred to below as "Grantor") and Harris Bank Winnetka, N.A., whose address is 520 Green Bay Road, Winnetka, IL 60093 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 15, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on July 31, 2001 as Document #0010691221 in the Cook County Recorder's Office, as subsequently modified from time to time.

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

LOT 18 IN THE BARRINGTON SQUARE INDUSTRIAL CENTER UNIT 2, BEING A SUBDIVISION OF PARTS OF FRACTIONAL SECTION 6, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 1971 AS DOCUMENT 21588415 IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2945 Pembroke, Hoffman Estates, IL 60195. The Real Property tax identification number is 07-06-102-011-0000

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures two Promissory Notes dated April 15, 2002 in the original principal amount of \$1,300,000.00 and \$600,000.00 from Grantor to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Notes. This Mortgage is cross collateralized and cross defaulted with any and all, existing and future indebtedness of borrower with lender. All other terms and conditions remain the same.

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

BOX 333-CTI

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 60209

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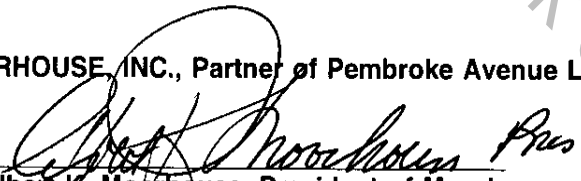
unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future 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 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 APRIL 15, 2002.**


**GRANTOR:**

**PEMBROKE AVENUE LIMITED PARTNERSHIP**

**MOORHOUSE, INC., Partner of Pembroke Avenue Limited Partnership**

By:   
Albert K. Moorhouse, President of Moorhouse, Inc.

**LENDER:**

X   
Authorized Signer

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Property of Cook County Clerk's Office

PARTNERSHIP ACKNOWLEDGMENT

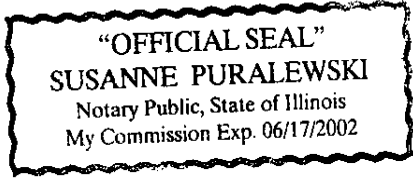
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 30 day of April, 2002 before me, the undersigned Notary Public, personally appeared **Albert K. Moorhouse, President of Moorhouse, Inc.**, and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 Modification on behalf of the partnership.

By *[Signature]* Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 6/17/2002



LENDER ACKNOWLEDGMENT

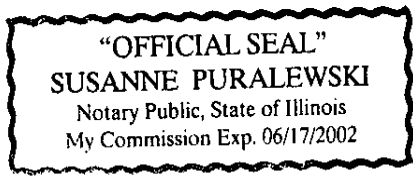
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 30 day of APRIL, 2002 before me, the undersigned Notary Public, personally appeared JAMES W NELSON and known to me to be the EXECUTIVE 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 *[Signature]* Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 6/17/2002



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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 60209

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