



0020764006

RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
Commercial Banking Div. 2
1200 N. Ashland Avenue
Chicago, IL 60622

WHEN RECORDED MAIL TO:
MB Financial Bank, N.A.
Loan Documentation
1200 N. Ashland Avenue
Chicago, IL 60622

ln#210751

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
MB Financial Bank, N.A.
1200 N. Ashland Avenue
Chicago, IL 60622



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 20, 2002, is made and executed between Noel, L.L.C., an Illinois Limited Liability Company, whose address is 4849 S. Rockwell Ave., Chicago, IL 60632 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 1200 N. Ashland Avenue, Chicago, IL 60622 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 20, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded on March 12, 2002 as document numbers 0020280173 and 0020280174.

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

See Exhibit A, Legal Description, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 4849 S. Rockwell Ave., Chicago, IL 60632. The Real Property tax identification number is 19-12-209-012-0000

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

The original maturity date of April 20, 2002 is hereby extended to August 3, 2002. All other terms and provisions of the loan documents remain in full force and effect.

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 respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict

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MODIFICATION OF MORTGAGE (Continued)

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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 20, 2002.

GRANTOR:

0020764986

NOEL, L.L.C.

By: *Noel Buczkowski*
Noel Buczkowski, Manager of Noel, L.L.C.

LENDER:

X *John Adams*
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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Loan No: 210751

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS

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)SS

COUNTY OF COOK

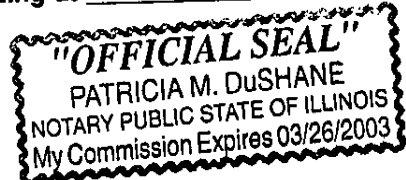
On this 28 day of JUNE, 2002 before me, the undersigned Notary Public, personally appeared Noel Buczkowski, Manager of Noel, L.L.C., and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating 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 limited liability company.

By Patricia M. DuShane

Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 3-26-03



County Clerk's Office

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

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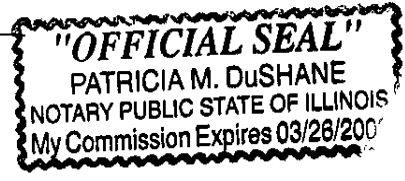
On this 29th day of June, 2002 before me, the undersigned Notary Public, personally appeared John SASSARIS and known to me to be the PRESIDENT authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of 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 Patricia M. DuShane

Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 3-26-03



0020764906

County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION 0020764906

PARCEL 1

THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID SOUTH 1/2 WHICH IS 33 FEET NORTH OF THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE EAST ALONG A LINE 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTH 1/2 A DISTANCE OF 700 FEET, THENCE NORTH WESTWARDLY ALONG A STRAIGHT LINE TO A POINT IN THE WEST LINE OF SAID SOUTH 1/2 WHICH IS 294.43 FEET NORTH OF SAID SOUTHWEST CORNER OF SAID SOUTH 1/2, THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH 1/2 A DISTANCE OF 261.43 FEET TO THE POINT OF BEGINNING EXCEPTING THE SOUTH 10 FEET THEREOF AND ALSO EXCEPTING A STRIP OF LAND 31 FEET WIDE LYING SOUTHWESTERLY OF AND ADJOINING THE NORTHEASTERLY LINE THEREOF EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY, 197A AS TRUSTEE UNDER T/A DATED JANUARY 26, 1927 KNOWN AS TRUST NUMBER 4550, TO COOK CHOCOLATE COMPANY, A CORPORATION OF ILLINOIS DATED JULY 2, 1956 RECORDED OCTOBER 3, 1956 AS DOCUMENT 16716493 FOR A ROADWAY, TOGETHER WITH THE RIGHT TO CONSTRUCT AND MAINTAIN IN SAID ROADWAY SEWER, WATER AND GAS MAINS AND CONDUITS FOR CARRYING AND CONVEYING WATER, ELECTRICITY AND OTHER SIMILAR UTILITIES, AND THE RIGHT TO ERECT AND MAINTAIN POLES, WIRES AND CABLES OVER, UNDER, AND UPON THE FOLLOWING DESCRIBED PREMISES:

THE EAST 40 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF (EXCEPT THE SOUTH 66 FEET THEREOF) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 ALL OF THE ABOVE BEING IN COOK COUNTY, ILLINOIS.