

# UNOFFICIAL COPY

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2002-11-08 08:31:34  
Cook County Recorder 32.00



0021236377

**RECORDATION REQUESTED BY:**

FIRST MIDWEST BANK  
TINLEY PARK MAIN  
300 PARK BOULEVARD  
SUITE 400  
ITASCA, IL 60143

**WHEN RECORDED MAIL TO:**

First Midwest Bank  
Gurnee Branch  
P.O. Box 9003  
Gurnee, IL 60031-2502

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST MIDWEST BANK  
300 N. HUNT CLUB ROAD  
GURNEE, IL 60031

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 4, 2002, is made and executed between CK REALTY, AN ILLINOIS GENERAL PARTNERSHIP, whose address is 250 S WACKER DRIVE, SUITE 1000, CHICAGO, IL 60606 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 28, 1999 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED JANUARY 13, 2000 AS DOCUMENT No. 00033899 IN COOK COUNTY .**

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

THE SOUTH 150.0 FEET OF THE NORTH 958.95 FEET OF THE WEST 289.88 FEET OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF DEDICATED FOR PUBLIC ROAD) IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 14355 S. LAGRANGE ROAD, ORLAND PARK, IL 60462. The Real Property tax identification number is 27-10-100-028-0000

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

To modify the definition of "Indebtedness" by deleting the last sentence in its entirety and replacing it with the following: "At no time shall the principal amount of indebtedness secured by the mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$11,400,000.00." and to delete the definition of "Note" therein its entirety and to insert in lieu thereof the following: "Note. The word "Note" means the promissory note or credit agreement dated September 4, 2002 in the original principal amount of \$3,800,000.00 from Grantor to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement."

Box 370

ATGF, INC.

1244529 1/11

Property of Cook County Clerk's Office

**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 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 SEPTEMBER 4, 2002.**

**GRANTOR:**

**CK REALTY, AN ILLINOIS GENERAL PARTNERSHIP**

By: *Jason Sharp*  
**JASON SHARPS, AS TRUSTEE OF THE JASON TRUST,**  
 General Partner of CK REALTY, AN ILLINOIS GENERAL  
 PARTNERSHIP

By: *Barton Kramer*  
**BARTON KRAMER, General Partner of CK REALTY, AN**  
**ILLINOIS GENERAL PARTNERSHIP**

**LENDER:**

x *Paulette Mincic*  
 Authorized Signer

Property of Cook County Clerk's Office

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

) SS

On this 4<sup>th</sup> day of September, 2002 before me, the undersigned Notary Public, personally appeared **JASON SHARPS, AS TRUSTEE OF THE JASON TRUST of CK REALTY, AN ILLINOIS GENERAL PARTNERSHIP**, 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 Paulette L. Minarcik

Residing at Tinley Park

Notary Public in and for the State of Illinois

My commission expires 6-6-06



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Loan No: 41953

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MODIFICATION OF MORTGAGE  
(Continued)

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## PARTNERSHIP ACKNOWLEDGMENT

STATE OF Illinois

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) SS

COUNTY OF Cook

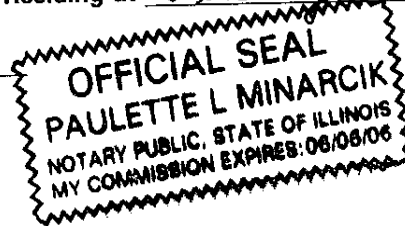
On this 4<sup>th</sup> day of September, 2002 before me, the undersigned Notary Public, personally appeared **BARTON KRAMER** of **CK REALTY, AN ILLINOIS GENERAL PARTNERSHIP**, and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged 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 Paulette L. Minarcik

Residing at Tinley Park

Notary Public in and for the State of Illinois

My commission expires 6-6-06



Cook County Clerk's Office

Loan No: 41953

LENDER ACKNOWLEDGMENT

STATE OF Illinois

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) SS

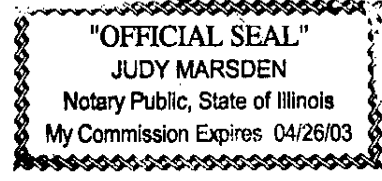
COUNTY OF Cook

On this 4<sup>th</sup> day of September, 2002 before me, the undersigned Notary Public, personally appeared Paulette Minarski and known to me to be the Asst. Vice Pres., 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 Judy Marsden  
Notary Public in and for the State of Illinois

Residing at Tinley Park

My commission expires 4/26/03



Cook County Clerk's Office