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Cook County Recorder 34.50

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

David J. O'Keefe
Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street
Suite 1910
Chicago, Illinois 60601



0021462760

**SECOND MODIFICATION OF CONSTRUCTION MORTGAGE
AND OTHER SECURITY DOCUMENTS**

THIS SECOND MODIFICATION OF CONSTRUCTION MORTGAGE AND OTHER SECURITY DOCUMENTS ("Modification") is made and entered into as of the 27th day of October, 2002 by **BISSELL AVENUE, LLC**, an Illinois limited liability company ("Mortgagor"), having a mailing address of c/o Mark B. Weiss Real Estate Brokerage, Inc., 2442 North Lincoln Avenue, Chicago, Illinois 60614, to and for the benefit of **MANUFACTURERS BANK** (now known as **MB Financial Bank, N.A.**) together with its successors and assigns, including each and every holder from time to time of the Notes hereinafter described, "Lender"), with a mailing address of 1200 North Ashland Avenue, Chicago, Illinois 60622 Attn: Jane M. Okarski.

RECITALS:

WHEREAS, Lender has heretofore made a loan to Mortgagor in the original principal amount of **ONE MILLION EIGHT HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$1,810,000.00)** (the "Loan"); and

WHEREAS, the Loan is evidenced by a Construction Mortgage Note dated as of April 28, 2000 made by Mortgagor whereby Mortgagor promised to pay to the order of Lender the principal sum of **ONE MILLION EIGHT HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$1,810,000.00)**, all as more specifically set forth in said Construction Mortgage Note, as modified by that certain Amendment to Construction Mortgage Note dated as of April 27, 2002 made by Mortgagor (collectively the "Note"); and

WHEREAS, the Note is secured by, among other things, a Construction Mortgage, Assignment of Leases and Rents, and Other Security Agreement dated as of the 28th day of April, 2000, by Mortgagor in favor of Lender, encumbering the property legally described on Exhibit "A" and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 5, 2000, as Document No. 00320510, as modified by that certain Modification of Construction Mortgage, Assignment of Leases and Rents, and Other Security Agreement dated as of the 27th day of April, 2002 by Mortgagor in favor of Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 14, 2002 as Document No. 0020668778 (collectively "the Mortgage"), a Collateral Assignment of Leases and Rents dated as of the 28th day of April, 2000, by Mortgagor

in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 5, 2000, as Document No. 00320511 as modified by that certain Modification of Construction Mortgage, Assignment of Leases and Rents, and Other Security Agreement dated as of the 27th day of April, 2002 by Mortgagor in favor of Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 14, 2002 as Document No. 0020668778 (collectively the "Assignment"), and a Guaranty of Payment dated as of the 28th day of April, 2000, by Mark B. Weiss ("Guarantor") in favor of Lender as modified by that certain Consent and Reaffirmation of Guarantor and Modification of Guaranty of Payment dated as of the 27th day of April, 2002 by Guarantor in favor of Lender (collectively the "Guaranty"); and any and all other instruments and documents executed by or on behalf of Mortgagor and delivered to Lender in connection with the Loan, which are hereinafter collectively referred to as the "Other Security Documents"; and

WHEREAS, the Note provides that the Maturity Date thereof is October 27, 2002; and

WHEREAS, Mortgagor desires that the Loan be modified to extend the Maturity Date of the Note; and

WHEREAS, the parties desire to modify and amend the Loan as provided herein and as a condition to such modification, Lender is requiring: (i) this Modification; (ii) a Second Amendment to Mortgage Note dated of even date herewith executed by Mortgagor (the "Note Amendment"), whereby the Note is modified to extend the Maturity Date as provided above; and (iii) a Consent and Reaffirmation of Guarantor and Modification of Guaranty of Payment executed by Guarantor ("Guaranty Modification") whereby the Guaranty is modified to refer to the Note as modified by the Note Amendment.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Modification conflict with the terms and conditions of the Mortgage, the terms and conditions of this Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage and the Other Security Documents.
2. **Modification of Mortgage and Other Security Documents.** The Mortgage and Other Security Documents are hereby amended by deleting the date "October 27, 2002" where it appears and substituting therefor the following: "April 27, 2003".
3. **References to Note.** From and after the date hereof (i) the Mortgage shall be deemed to secure the Note as modified by the Note Amendment; and (ii) any and all references in the Mortgage or the Other Security Documents to the "Note" shall be deemed to refer to the Note as modified by the Note Amendment.

4. **References to Loan Documents and Guaranty.** Any and all references in the Note, the Mortgage and the Other Security Documents to the "Loan Documents" shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification; and any and all references in the Note and the Mortgage and the Other Security Documents to the "Guaranty" shall from and after the date hereof be deemed to refer to the Guaranty as modified by the Guaranty Modification.

5. **Reaffirmation of Representations and Warranties.** Mortgagor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Mortgage and the Other Security Documents.

6. **Reaffirmation of Covenants.** Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and the Other Security Documents as herein modified.

7. **Condition Precedent to Effectiveness of this Amendment.** The effectiveness of this Amendment is subject to the condition precedent that, concurrently with Mortgagor's execution and delivery of this Amendment, the Note Amendment and the Guaranty Modification, Mortgagor shall pay to the order of Lender the sum of **Eight Hundred and 00/100 Dollars (\$800.00)**, and Lender's reasonable attorney's fees, and other reasonable costs incurred in connection with the Amendment.

8. **Laws of Illinois.** This Modification shall be covered and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

BISSELL AVENUE, LLC, an Illinois limited liability company

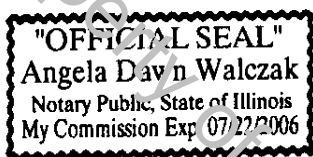
By: Mark B. Weiss
Name: Mark B. Weiss
Its: Managing Member

DJO/LOANS/MB/WEISS-BISSELL-MMO

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Angela Dawn Walczak, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **MARK B. WEISS**, Managing Member of **BISSELL AVENUE, LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing **SECOND MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS**, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument, on behalf of said Company as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 16th day of December, 2002.



Angela Dawn Walczak
Notary Public

Cook County Clerk's Office

CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and hereby approves the foregoing Modification of Mortgage and Other Security Documents.

Dated as of the 27th day of October, 2002

MANUFACTURERS BANK (now known as MB Financial Bank, N.A.)

By: [Signature]
Name: JON KHILE
Title: VICE PRES.

Property of COOK COUNTY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, DAVID J. O'KEEFE, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JON KHILE, VICE PRESIDENT of MANUFACTURERS BANK (now known as MB Financial Bank, N.A.), personally known to me to be the same person whose name is subscribed to the foregoing CONSENT OF MORTGAGEE, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, on behalf of said Bank and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 30th day of DECEMBER, 2002.

[Signature]
Notary Public



EXHIBIT "A"

LEGAL DESCRIPTION

LOT 25 AND THE SOUTH 10 FEET OF LOT 24 IN SUBDIVISION BLOCK 2 OF THE SOUTH ½ OF BLOCK 3 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2215 NORTH BISSELL AVENUE

PERMANENT INDEX NUMBER: 14-32-210-017

Property of Cook County Clerk's Office