

# UNOFFICIAL COPY

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



0312641142

Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 05/08/2003 12:10 PM Pg: 1 of 3

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

P. Lundstrom, Documentation Specialist  
Harris Bank\BLST  
311 W. Monroe Street  
Chicago, IL 60606

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 15, 2003, 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:

A Mortgage and an Assignment of Rents recorded on July 31, 2001 as Document #0010691221 and Document #0010691222 in the Cook County Recorder's Office, as may be 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 part 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 60193. The Real Property tax identification number is 07-06-102-011

**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 amounts of \$1,300,000.00 and \$600,000.00, and a Promissory Note dated April 15, 2003 in the original principal amount of \$300,000.00 to Lender bearing an interest rate of Lender's Prime variable together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) 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 \$2,200,000.00. All other terms and conditions remain the same.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 2805

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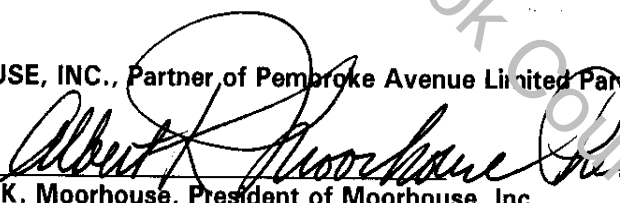
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 APRIL 15, 2003.**

**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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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 2805

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### PARTNERSHIP ACKNOWLEDGMENT

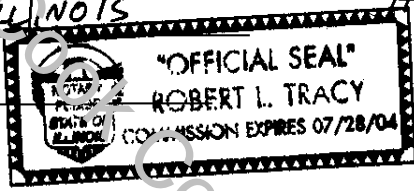
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 25th day of APRIL, 2003 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 2495 PEMBROKE AVE  
HOFFMAN ESTATE, IL 60195

Notary Public in and for the State of ILLINOIS

My commission expires 7/28/04



### LENDER ACKNOWLEDGMENT

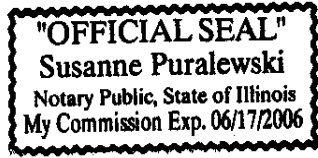
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 28TH day of APRIL, 2003 before me, the undersigned Notary Public, personally appeared JAMES W NELSON and known to me to be the EVP, 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 6/17/06



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 2805

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