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Eugene "Gene" Moore Fee: \$54.50
Cook County Recorder of Deeds
Date: 05/29/2003 02:30 PM Pg: 1 of 16

2042603 MTC /RY

FIRST MODIFICATION TO MORTGAGE

THIS FIRST MODIFICATION TO MORTGAGE (hereinafter referred to as the "First Modification") is executed as of this 5th day of May, 2003, by and between PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 5, 1995 AND KNOWN ^{and not individually} AS TRUST NUMBER 11182, PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 30, 2000 AND KNOWN AS TRUST ^{and not individually} NUMBER 12636, PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 10, 1998 AND KNOWN AS TRUST NUMBER ^{and not individually} 11905, WESTERN SPRINGS NATIONAL BANK AND TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 10, 1993 AND KNOWN AS TRUST NUMBER 3423, NORTH STAR TRUST COMPANY, SUCCESSOR TO BANCO POPULAR, ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 16, 1998 AND KNOWN AS TRUST NUMBER 26765, PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 10, 1987 ^{and not individually} AND KNOWN AS TRUST NUMBER 8256, PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 19, 1995 AND

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and not individually

KNOWN AS TRUST NUMBER 11191, WESTERN SPRINGS NATIONAL BANK AND TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 10, 1992 AND KNOWN AS TRUST NUMBER 3398, AND PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED 12/07/00 AND KNOWN AS TRUST NUMBER 12804^{and not individually} (hereinafter collectively referred to as "Mortgagor") and BANCO POPULAR NORTH AMERICA (hereinafter referred to as "Mortgagee").

W I T N E S S E T H:

WHEREAS, MEGA PROPERTIES, INC. (hereinafter referred to as "Company") is indebted to Mortgagee as of the date of this First Modification as evidenced by its Revolving Credit Note dated November 18, 2002, in the original principal amount of \$5,000,000.00 (hereinafter referred to as the "Original Note"); and

WHEREAS, the Original Note is secured by that certain Real Estate Mortgage dated as of November 18, 2002 (hereinafter referred to as the "Mortgage") and recorded with the Recorder of Deeds of Cook County, Illinois as Document No. 0021318487 on November 29, 2002; and

WHEREAS, the Original Note is further secured by that certain Assignment of Leases and Rents dated as of November 18, 2002 (hereinafter referred to as the "Assignment") and recorded with the Recorder of Deeds of Cook County, Illinois as Document

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No. 0021318488 on November 18, 2002; and **WHEREAS**, the Company has contemporaneously executed herewith a Revolving Credit Note of even date herewith in the original principal amount of \$6,500,000.00 in replacement of the Original Note (hereinafter referred to as the "Revised Note"); and

WHEREAS, Mortgagor recognizes and confirms that the lien of the aforesaid Mortgage held by Mortgagee is a valid and subsisting first lien on the real property described in **Exhibit "A"** attached hereto and incorporated herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and upon the express condition that the lien of the aforesaid Mortgage held by Mortgagee is a valid and subsisting first prior lien on the premises described in **Exhibit "A"** and on the further condition that the execution of this First Modification will not impair the lien of the Mortgage and further upon the express condition that in the event of a breach of either of the above expressed conditions this First Modification will not take effect and will be null and void;

IT IS HEREBY agreed to by the parties as follows:

1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding upon the parties.
2. Mortgagor hereby covenants, promises and agrees to perform each and all of the covenants and agreements contained in the Mortgage and the Assignment to be performed by the Mortgagor

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at the time and in the manner in all respects provided therein and to be bound by all the terms and provisions of said Mortgage and Assignment.

3. It is further agreed, however, that the Mortgage and Assignment are hereby modified to provide that they shall secure the payment of the Revised Note and any renewals, substitutions and extensions thereof, and the payment of any and all sums heretofore or hereafter loaned and advanced by Mortgagee to Mortgagor or the Companies (as defined in the Mortgage), all of which sums together with the amount owing on the Revised Note shall not exceed Ten Million and No/100 Dollars (\$10,000,000.00), and the performance and observance by the Mortgagor and any guarantors of any indebtedness secured by the Mortgage, of all of the covenants, agreements, and conditions contained in the Revised Note, the Mortgage, the Assignment, in all other instruments pertaining to the repayment of any indebtedness secured by the Mortgage (including any guaranty thereof) and in any other security agreement relating to the sums secured by the Mortgage.

4. The Mortgage as modified herein is subject to all the provisions contained in the Mortgage and all other documents executed in connection therewith. Mortgagor hereby agrees, recognizes and confirms that the Mortgage as modified secures the performance of all those covenants, agreements and conditions contained in all the instruments pertaining to the repayment of

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the Original Note.

5. The Mortgagor hereby agrees that if a default is made in the payment of any principal or interest due under the Revised Note, or if there shall be any other breach or default of the terms, conditions or covenants of the Mortgage, the Assignment, the Revised Note or any other document executed in connection with the indebtedness secured by the Mortgage, then the entire principal balance of the Revised Note, together with all accrued interest and any other sums provided for in the Revised Note shall, at the option of Mortgagee, become due and payable without further notice.

6. All the real property described in Exhibit "A" herein shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and the Revised Note, and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge, encumbrance or the conveyance created by the Mortgage, except as expressly provided herein. In addition, Mortgagor hereby subjects to the lien, charge and encumbrance of the Mortgage and the Revised Note, the real property commonly known as 18717-37 Dixie Highway, Homewood, Illinois, legally described in Exhibit "B" attached hereto.

7. The original executed copy of this First Modification shall be duly recorded with the Recorder of Deeds of Cook County, Illinois. This First Modification, together with the Revised Note, the Mortgage, the Assignment, and any other documents

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executed by the Mortgagor in connection with the indebtedness secured by the Mortgage as modified hereby shall be binding upon the Mortgagor and its successors and assigns.

8. This First Modification is executed by Mortgagor, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such Trustee and said Trustee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the part of Trustee individually to pay the Revised Note or any interest thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained; all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right of security hereunder and that so far as said Trustee personally is concerned, the legal holder or holders hereof shall look solely to the premises conveyed by the Mortgage and the enforcement of the lien thereby created or to an action to enforce the personal liability of any guarantor hereof.

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IN WITNESS WHEREOF, this First Modification is executed as of the day and year first written above.

MORTGAGOR:

PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 5, 1995 AND KNOWN AS TRUST NUMBER 11182 and not individually

By: *Judy L. [Signature]*
Its: Vice President Trust Officer

PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 30, 2000 AND KNOWN AS TRUST NUMBER 12636 and not individually

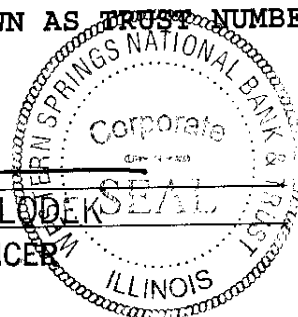
By: *Judy L. [Signature]*
Its: Vice President Trust Officer

PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 10, 1998 AND KNOWN AS TRUST NUMBER 11905 and not individually

By: *Judy L. [Signature]*
Its: Vice President Trust Officer

WESTERN SPRINGS NATIONAL BANK AND TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 10, 1993 AND KNOWN AS TRUST NUMBER 3423

By: *[Signature]*
Its: DANIEL N. WLODEK
TRUST OFFICER



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NORTH STAR TRUST COMPANY, SUCCESSOR TO
BANCO POPULAR, ILLINOIS, AS TRUSTEE
UNDER TRUST AGREEMENT DATED NOVEMBER 16,
1998 AND KNOWN AS TRUST NUMBER 26765

By: *Muriel Quitt*
Its: Sr. Land Trust Officer

PARKWAY BANK AND TRUST COMPANY, AS
TRUSTEE UNDER TRUST AGREEMENT DATED
APRIL 10, 1987 AND KNOWN AS TRUST NUMBER
8256 and not individually

By: *Janez [Signature]*
Its: Vice President Trust Officer

PARKWAY BANK AND TRUST COMPANY, AS
TRUSTEE UNDER TRUST AGREEMENT DATED
SEPTEMBER 19, 1995 AND KNOWN AS TRUST
NUMBER 12191 and not individually

By: *Janez [Signature]*
Its: Vice President Trust Officer

WESTERN SPRINGS NATIONAL BANK AND TRUST,
AS TRUSTEE UNDER TRUST AGREEMENT DATED
NOVEMBER 10, 1992 AND KNOWN AS TRUST
NUMBER 3398

By: *[Signature]*
Its: DANIEL N. WLODEK
TRUST OFFICER



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PARKWAY BANK AND TRUST COMPANY, AS
TRUSTEE UNDER TRUST AGREEMENT DATED
12/07/00 AND KNOWN
AS TRUST NUMBER 12804 ~~and act in fiduciary~~

By: *[Signature]*
Its: Vice President Trust Officer

MORTGAGEE:

BANCO POPULAR NORTH AMERICA

By: *[Signature]*
Its: ATTORNEY

This instrument was prepared by:

David A. Kallick
Tishler & Wald, Ltd.
200 S. Wacker Drive
Suite 3000
Chicago, IL 60606
(312) 876-3800

Mail To:

David A. Kallick
Tishler & Wald, Ltd.
200 S. Wacker Drive
Suite 3000
Chicago, IL 60606

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ACKNOWLEDGMENT

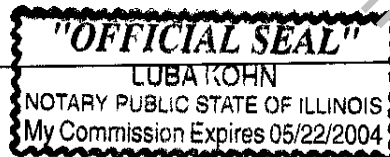
STATE OF ILLINOIS)
)
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public in and for and residing in said County and State, **DO HEREBY CERTIFY** that DIANE Y PESZYNSKI, personally known to me to be the VICEPRES-TRUST OFFICER of **PARKWAY BANK AND TRUST COMPANY** and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act and the free and voluntary act of the company for the uses and purposes set forth therein.

MAY **GIVEN** under my hand and notarial seal this 23rd day of _____, 2003.

Luba Kohn
Notary Public

My commission expires.



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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for and residing in said County and State, **DO HEREBY CERTIFY** that DANIEL N. WLODEK, personally known to me to be the Trust Officer of **WESTERN SPRINGS NATIONAL BANK AND TRUST** and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act and the free and voluntary act of the company for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 22nd day of May, 2003.

Lorna J. George

 Notary Public

My commission expires:

OFFICIAL SEAL
 LORNA J GEORGE
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXP. JULY 31, 2004

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for and residing in said County and State, **DO HEREBY CERTIFY** that Maritza Castillo, personally known to me to be the Asst. Land Trust Officer of **NORTH STAR TRUST COMPANY, SUCCESSOR TO BANCO POPULAR, ILLINOIS**, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act and the free and voluntary act of the company for the uses and purposes set forth therein.

May **GIVEN** under my hand and notarial seal this 23rd day of _____, 2003.

Carol Castillo
Notary Public



My commission expires:

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, _____, a Notary Public in and for and residing in said County and State, **DO HEREBY CERTIFY** that DAVID A. FALLICK, the ATTORNEY of **BANCO POPULAR NORTH AMERICA**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 27th day of May, 2003.



Patricia H. Lewin
 Notary Public

My commission expires:

March 19, 2007

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LEGAL DESCRIPTION

PARCEL 1:

LOTS 5, 6 AND 7 IN BALLARD AND DARLOWS SUBDIVISION OF THE WEST 201 FEET OF LOT 1 OF BLOCK 1 OF AUSTIN AND MERRICKS SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 38 AND 39 IN BLOCK 46 IN THE HULBERT MILWAUKEE AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOT 1 IN THE RESUBDIVISION BY ELIZABETH REBELING OF PART OF LILL AND DIVLSEY'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 17 (EXCEPT THE SOUTHWESTERLY 17 FEET THEREOF FOR LINCOLN AVENUE) IN BLOCK 29 IN THE W. F. KAISER AND COMPANY'S 1ST ADDITION TO ARCADIA TERRACE, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1914 AS DOCUMENT 5450347, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOTS 31, 32, AND 33 TAKEN AS A TRACT IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1 AND 2 OF HOWELL'S SUBDIVISION OF THE EAST 12 ACRES OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD, LYING WESTERLY OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTHERLY LINE OF NORTH NORTHWEST HIGHWAY, DISTANT 74 FEET SOUTHEASTERLY OF THE NORTHEASTERLY CORNER OF SAID NORTH NORTHWEST HIGHWAY AND NORTH MCVICKER AVENUE, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 1, 2 AND 3 IN BLOCK 6 IN A. T. MCINTOSH'S BRYN MAWR AVENUE ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS 1 AND 2 (EXCEPT THE EAST 46.83 FEET OF SAID LOT 1), IN CIRCUIT COURT PARTITION OF LOTS 13, 14 AND 15 IN COUNTY CLERK'S DIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF THE SOUTH 33.0 FEET LYING EAST OF NORWOOD PARK AVENUE), IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 18 IN BLOCK 40 IN NORWOOD PARK, A SUBDIVISION OF PARTS OF SECTIONS 6 AND 7, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 IN SCHEUBERT AND AMBERG'S SUBDIVISION OF THE WEST 307 FEET OF THE NORTH 631.75 FEET OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION REGISTERED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS ON FEBRUARY 4, 1914 AS DOCUMENT NUMBER 36736, IN COOK COUNTY, ILLINOIS.

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PARCEL 8:

LOTS 21 TO 24, BOTH INCLUSIVE, IN BLOCK 10 IN MILLS AND VESSEY'S GLADSTONE PARK ADDITION, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER OF MILWAUKEE AVENUE, ALSO A RESUBDIVISION OF THAT PART OF CARPENTER'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE CENTER OF MILWAUKEE AVENUE AND ELSTON AVENUE (EXCEPT THAT PORTION OF SAID LOTS CONDEMNED FOR THE WIDENING OF MILWAUKEE AVENUE BY CASE 49469), IN COOK COUNTY, ILLINOIS.

P.I.N.#'s: 16-09-121-008-0000, 16-09-121-009-0000 AND 16-09-121-010-0000, AFFECTING PARCEL 1; 10-30-308-042-0000, AFFECTING PARCEL 2; 13-01-416-013-0000, AFFECTING PARCEL 3; 13-08-107-019-0000, AFFECTING PARCEL 4; 13-05-328-001-0000, 13-05-328-002-0000; 13-08-328-003-0000, AFFECTING PARCEL 5; 13-06-401-034-0000, AFFECTING PARCEL 6; 13-34-400-001-0000, AFFECTING PARCEL 7; 13-05-429-014-0000, 13-05-429-015-0000, 13-05-429-016-0000 AND 13-05-429-017-0000, AFFECTING PARCEL 8.

Addresses:
 PARCEL 1: 401 N. CENTRAL
 PARCEL 2: 7425 N. HARLEM
 PARCEL 3: 5723-37 N. CALIFORNIA (LINCOLN)
 PARCEL 4: 5525 N. NORTHWEST HIGHWAY
 PARCEL 5: 5669 N. NORTHWEST HIGHWAY
 PARCEL 6: 5970 N. NORTHWEST HIGHWAY
 PARCEL 7: 4335-65 W. ARMITAGE
 PARCEL 8: 5601-09 N. MILWAUKEE

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EXHIBIT B

Legal Description:

THE NORTH 32 FEET OF LOT 87 AND LOTS 88, 89, 90, 91, 92 AND 93 IN O. REUTER AND COMPANY'S IDLEWILDE TERRACE, A SUBDIVISION OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 18717-37 Dixie Highway, Homewood, IL

PINs: 32-06-400-003
32-06-400-004
32-06-400-005
32-06-400-006
32-06-400-007
32-06-400-008
32-06-400-062

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