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Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 08/22/2003 12:25 PM Pg: 1 of 5

RECORDATION REQUESTED BY:
Harris Bank Barrington, N.A.
201 S. Grove Avenue
Barrington, IL 60010

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:

Julia Young, Documentation Specialist
Harris Bank/BLST
311 W. Monroe St., 14th Floor
Chicago, IL 60606

7640991 FA DC

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 25, 2003, is made and executed between Ashland Cold Storage Co., whose address is 1556 W. 43rd Street, Chicago, IL 60609-3328 (referred to below as "Grantor") and Harris Bank Barrington, N.A., whose address is 201 S. Grove Avenue, Barrington, IL 60010 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 3, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 02/03/97 as Document #97074847 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:

See attached Exhibit A

The Real Property or its address is commonly known as 1556 W. 43rd Street, Chicago, IL 60609-3328. The Real Property tax identification number is 20-05-111-017; 20-05-112-001; 20-05-112-010

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 a Promissory Note dated 07/25/03 in the original principal amount of \$1,500,000.00 to Lender bearing an interest rate of .250% under Lender's Prime variable, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note. All other terms and conditions remain the same.

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

BOX 337-CP

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Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser 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 JULY 25, 2003.

GRANTOR:

ASHLAND COLD STORAGE CO.

By: 

William R. Rose, President of Ashland Cold Storage Co.

LENDER:

X 

Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

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Loan No: 30725

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CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook) SS)

On this 12th day of August, 2003 before me, the undersigned Notary Public, personally appeared **William R. Rose, President of Ashland Cold Storage Co.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Jennifer J Ruttle Residing at Mundelein IL

Notary Public in and for the State of Illinois

My commission expires 4/06/06



LENDER ACKNOWLEDGMENT

STATE OF Illinois)

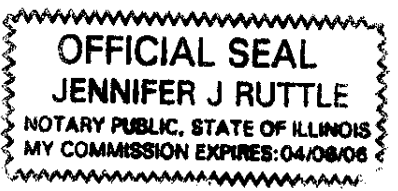
COUNTY OF Cook) SS)

On this 12th day of August, 2003 before me, the undersigned Notary Public, personally appeared John E. Marlock and known to me to be the Vice 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 Jennifer J Ruttle Residing at Mundelein IL

Notary Public in and for the State of Illinois

My commission expires 4/6/06



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A PARCEL OF LAND COMPRISED OF PART OF BLOCK 3, IN PACKER'S SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE WEST 1,025.00 FEET OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND COMPRISED ALSO OF PART OF BLOCK 5 AND PART OF BLOCK 6 IN PACKER'S FIFTH ADDITION, A SUBDIVISION IN THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A PART OF THE PRIVATE STREET, 66.00 FEET WIDE, LYING BETWEEN SAID BLOCKS 5 AND 6, AND ALL OR PART OF THE PRIVATE ALLEY WHICH LIES WITHIN OR WHICH ADJOIN SAID BLOCKS 5 AND 6 IN PACKER'S FIFTH ADDITION AFORESAID AND SAID BLOCK 3, IN PACKER'S SECOND ADDITION TO CHICAGO AFORESAID, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID BLOCK 6 IN PACKER'S FIFTH ADDITION AFORESAID WITH THE EAST LINE OF SOUTH ASHLAND AVENUE AS WIDENED, SAID EAST STREET LINE BEING A LINE 50.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF THE NORTH WEST 1/4 OF SAID SECTION 5, AND RUNNING THENCE EAST ALONG SAID NORTH LINE OF BLOCKS 3, 5, AND 6 AFORESAID, ACROSS SAID SUCH PRIVATE STREET AND PRIVATE ALLEYS, A DISTANCE OF 668.29 FEET TO A POINT WHICH IS 3.10 FEET EAST FROM THE NORTH WEST CORNER OF LOT 3, IN BLOCK 3, IN PACKER'S SECOND ADDITION TO CHICAGO AFORESAID; THENCE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 407.22 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3 WHICH IS 1.90 FEET EAST FROM THE SOUTH WEST CORNER OF SAID LOT 3; THENCE WEST ALONG SAID SOUTH LINE OF LOT 3, SAID DISTANCE OF 1.90 FEET TO THE SOUTH EAST CORNER OF LOT 4 IN SAID BLOCK 3; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 4, IN BLOCK 3, EXTENDED SOUTH, A DISTANCE OF 16.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE PRIVATE ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 4, IN SAID BLOCK 3, AND LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 17, IN BLOCK 5, IN PACKER'S FIFTH ADDITION AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF SAID PRIVATE ALLEY, (SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF THE NORTH WEST 1/4 OF SAID SECTION 5 AND BEING HERE THE NORTH LINE OF WEST 43RD STREET AS DEFINED IN AN ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON MARCH 20, 1966) A DISTANCE OF 155.70 FEET TO A POINT WHICH IS 561.49 FEET EAST FROM THE SOUTH WEST CORNER OF THE NORTH WEST 1/4 OF SAID SECTION 5; THENCE WESTWARDLY ALONG SAID NORTHERLY LINE OF WEST 43RD STREET, (BEING HERE THE ARC OF A CIRCLE WHICH IS CONVEX TO THE SOUTH WEST AND HAS A RADIUS OF 560.00 FEET) A DISTANCE OF 145.00 FEET TO A POINT OF REVERSE CURVE IN SAID NORTHERLY LINE WHICH IS 18.67 FEET NORTH FROM THE SOUTH LINE OF SAID NORTH WEST 1/4 OF SECTION 5; THENCE CONTINUING WESTWARDLY ALONG SAID NORTHERLY LINE OF WEST 43RD STREET, (BEING HERE THE ARC OF A CIRCLE WHICH IS CONVEX TO THE NORTH EAST AND HAS A RADIUS OF 640.00 FEET) A DISTANCE OF 165.71 FEET TO A POINT WHICH IS 40.00 FEET NORTH FROM THE SOUTH LINE AND 254.14 FEET EAST FROM THE WEST LINE OF SAID NORTH WEST 1/4 OF SECTION 5; THENCE CONTINUING WEST ALONG SAID NORTHERLY LINE OF WEST 43RD STREET, (BEING HERE A LINE 40.00 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID NORTH WEST 1/4 OF SECTION 5), A DISTANCE OF 179.14 FEET TO A POINT WHICH IS 75.00 FEET EAST FROM THE WEST LINE OF SAID NORTH WEST 1/4 OF SECTION 5; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 35.31 FEET TO A POINT ON SAID EAST LINE OF SOUTH ASHLAND AVENUE, AS WIDENED WHICH IS 65.00 FEET NORTH FROM THE SOUTH LINE OF SAID NORTH WEST 1/4 OF SECTION 5, AND THENCE NORTH ALONG SAID EAST LINE OF SOUTH ASHLAND AVENUE, AS WIDENED A DISTANCE OF 358.12 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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