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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



Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 08/26/2003 11:09 AM Pg: 1 of 7

MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS

THIS MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS ("Modification") is made and entered into as of the 23rd day of July, 2003 by **OGDEN/FRY LLC**, an Illinois limited liability company ("Mortgagor"), having a mailing address of One 158th Place, Calumet City, Illinois 60409 to and for the benefit of **MB FINANCIAL BANK, N.A.** ("Lender"), with a mailing address of 1200 North Ashland Avenue, Chicago, Illinois 60622 Attention: Jane M. Okarski.

RECITALS:

WHEREAS, Lender has heretofore made a mortgage loan (the "Loan") to Mortgagor in the original principal amount of **Four Hundred Thirty Thousand and 00/100 Dollars (\$430,000.00)**; and

WHEREAS, the Loan is evidenced by a Mortgage Note dated as of January 23, 2003 (the "Note") made by Mortgagor whereby Mortgagor promised to pay to the order of Lender the principal sum of **Four Hundred Thirty Thousand and 00/100 Dollars (\$430,000.00)**, all as more specifically set forth in said Note; and

WHEREAS, the Note is secured by, among other things, a Mortgage Assignment of Leases and Rents, and Security Agreement dated as of the 23rd day of January, 2003 by Mortgagor in favor of Lender, recorded against the property legally described on Exhibit A in the Office of the Recorder of Deeds of Cook County, Illinois, on February 5, 2003 as Document No. **030170597** (the "Mortgage") and a Guaranty of Payment dated as of the 23rd day of January, 2003 (the "Guaranty") by **Robert C. Ranquist, Jr.** individually, **Robert C. Ranquist III** individually and **Daniel Whitman** individually (collectively "Guarantors") in favor of Lender; 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 currently provides for a Maturity Date of July 23, 2003 and Mortgagor desires that the Loan be modified to extend the Maturity Date for ninety (90) days; and

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WHEREAS, the parties desire to modify and amend the terms of the Loan as provided herein and as a condition to such modification, Lender is requiring: (i) this Modification; (ii) an 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 Guarantors and Modification of Guaranty of Payment executed by Guarantors ("Guaranty Modification") whereby the Guaranty is modified to secure the Note as modified by the Note Amendment.

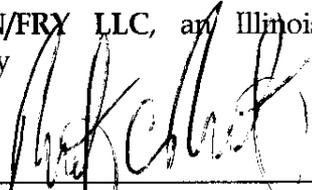
NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

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 modified by deleting therefrom the date "*July 23, 2003*" where it appears and substituting therefor the date "*October 21, 2003*".
3. **References to Note.** From and after the date hereof (i) the Mortgage, the Assignment and the Other Security Documents 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, 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. **Laws of Illinois.** This Modification shall be covered and construed under the laws of the State of Illinois.

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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.

OGDEN/FRY LLC, an Illinois limited liability company

By: 
Robert C. Ranquist, III, Managing Member

DJO/LOANS/ME/FRY-OGDEN MOD/MMO

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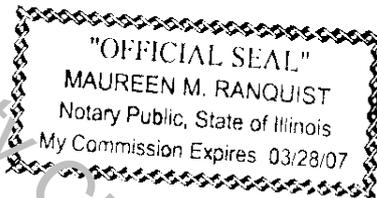
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MAUREEN M. RANQUIST, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Robert C. Ranquist, III**, Managing Member of **OGDEN/FRY LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing **MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS** as such Managing Member, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of said Company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 28 day of Aug, 2003.

Maureen M. Ranquist
Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOT 4 (EXCEPT THAT PART OF SAID LOT LYING WEST OF A LINE DRAWN THROUGH A POINT IN THE NORTH LINE OF CORNELL STREET 37.11 FEET WEST OF THE WEST LINE OF NORTH SANGAMON STREET THROUGH A POINT IN NORTH LINE OF FRY STREET 43.04 FEET EAST OF THE EAST LINE OF NORTH CARPENTER STREET) IN JACOB HAGEMANN'S SUBDIVISION OF THE SOUTH 100 FEET OF THE EAST 100 FEET OF BLOCK 3 IN ELSTON ADDITION TO CHICAGO, SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 AND THE WEST 8 FEET OF LOT 2 IN JACOB HAGEMANN'S SUB OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 40 FEET OF THE WEST 120 FEET OF THE SOUTH 100 FEET OF BLOCK 3 IN ELSTON ADDITION TO CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF TAKEN AND USED FOR EXTENDING AND OPENING ODGEN AVENUE) IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE WEST 21 3/4 FEET OF THE EAST 99 FEET OF LOT 12 (EXCEPT THAT PART LYING WEST OF A LINE DRAWN THROUGH A POINT IN THE NORTH LINE OF CORNELL STREET 37.11 FEET WEST OF WEST LINE OF NORTH SANGAMON STREET AND THROUGH A POINT IN THE NORTH LINE OF FRY STREET 43.04 FEET EAST OF EAST LINE OF NORTH CARPENTER STREET) IN THE CHICAGO LAND COMPANY'S SUBDIVISION OF LOTS 7, 10, AND 11 AND THAT PART OF LOT 3 AND 6 LYING SOUTH OF THE RAILROAD IN BLOCK 8 IN WRIGHTS ADDITION TO CHICAGO.

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PARCEL 5:

THE EAST 19.25 FEET OF THE WEST 41.00 FEET OF THE EAST 99 FEET OF LOT 12 (AS MEASURED ALONG THE SOUTH LINE OF LOT 12) IN CHICAGO LAND COMPANY'S SUBDIVISION OF LOTS 7, 10 AND 11 AND THAT PART OF LOTS 3 AND 6 LYING SOUTH OF THE RAILROAD IN BLOCK 6 IN WRIGHT'S ADDITION TO CHICAGO AND THAT PART OF BLOCK 3 IN ELSTON'S ADDITION LYING NORTH OF THE SOUTH 100 FEET THEREOF AND SOUTH OF THE RAILROAD, IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-05-419-001-0000
17-05-419-002-0000
17-05-419-007-0000
17-05-419-008-0000
17-05-419-009-0000

STREET ADDRESS: 1023 WEST FRY STREET, CHICAGO, ILLINOIS

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