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Doc#: 0406442184
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 03/04/2004 10:11 AM Pg: 1 of 4

RECORDATION REQUESTED BY:
Commercial Loan Corporation
2210 Midwest Road, Suite 211
Oak Brook, IL 60523

WHEN RECORDED MAIL TO:
Commercial Loan Corporation
2210 Midwest Road, Suite 211
Oak Brook, IL 60523

SEND TAX NOTICES TO:
Working Bird LLC
4 West Roberta
Lemont, IL 60439

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Susan L Brown, Loan Administrator
Commercial Loan Corporation
2210 Midwest Road, Suite 211
Oak Brook, IL 60523

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 1, 2003, is made and executed between Working Bird LLC, an Illinois Limited Liability Company (referred to below as "Grantor") and Commercial Loan Corporation, whose address is 2210 Midwest Road, Suite 211, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 16, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 16, 2003 in the Office of the Cook County Recorder as Document number 0030076838.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

PARCEL 1:
LOT 2 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.70 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; TOGETHER WITH THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, (EXCEPT LOTS 1 TO 5, BOTH INCLUSIVE, OF CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 30, 1889 AS DOCUMENT NO. 1149383, IN BOOK 37 OF PLATS PAGE 18, (EXCEPTING FROM SAID LOT 2, THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE PROPERTY CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MAY 2, 1963 AS DOCUMENT NO. 18785599; ALSO EXCEPTING FROM SAID LOT 2, THAT PART THEREOF LYING WEST OF A LINE THAT IS 122.52 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 2; ALSO EXCEPTING THAT PART SAID LOT 2, LYING EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14) IN COOK COUNTY, ILLINOIS.

PARCEL 2:
EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT GRANT FROM NORTHERN ILLINOIS GAS COMPANY TO NORTH AMERICAN CAR

BOX 333-CT

Wheaton

4/10

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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CORPORATION, DATED MAY 1, 1963 AND RECORDED MAY 2, 1963 AS DOCUMENT 18785600 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 2 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, TOGETHER WITH THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE LOTS 1 TO 5 BOTH INCLUSIVE IN CHRISTIAN BOES SUBDIVISION OF CERTAIN PARTS THEREOF) OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID DOOLIN AND KIRKS RESUBDIVISION RECORDED AUGUST 30, 1889 AS DOCUMENT 1149383 IN BOOK 37 OF PLATS, PAGE 18, LYING WEST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14 AND LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE WEST LINE OF THE SOUTHEAST E4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14 WHICH IS 128.06 FEET NORTH OF THE SOUTH LINE OF SAID LOT 2; THENCE WESTERLY TO A POINT ON THE WEST LINE OF SAID LOT 2 WHICH IS 131.81 FEET NORTH OF THE SOUTH LINE OF SAID LOT 2, IN COOK COUNTY, ILLINOIS.

PARCEL 3

THE EAST 1/2 OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO KNOWN AS LOT 1 IN CHARLES E. BOYER'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1300 Main Street, Lemont, IL 60439. The Real Property tax identification number is 22-14-400-021-0000, 22-14-400-025-0000, and 22-14-400-026-0000

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Extend maturity date from December 1, 2003 to February 1, 2004.

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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 1, 2003.

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MODIFICATION OF MORTGAGE (Continued)

GRANTOR:

WORKING BIRD LLC

By: *David J. Workman*
David J. Workman, Member of Working Bird LLC

By: *Peter Burdi*
Peter Burdi, Member of Working Bird LLC

LENDER:

X *Janet M. Miller*
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

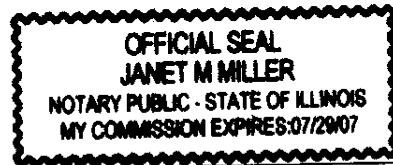
COUNTY OF DuPage

On this 31 day of Dec, 2003 before me, the undersigned Notary Public, personally appeared **David J. Workman, Member; Peter Burdi, Member of Working Bird LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By *Janet M. Miller*
Notary Public in and for the State of Illinois

Residing at *Lawrence Grove*

My commission expires 7-29-07



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MODIFICATION OF MORTGAGE (Continued)

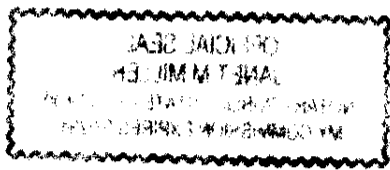
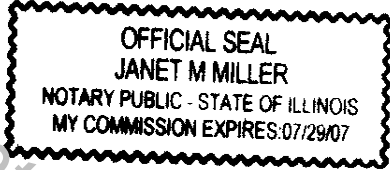
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 31 day of Dec, 2003 before me, the undersigned Notary Public, personally appeared Peter m Hueser and known to me to be the 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 Janet M Miller Residing at _____
 Notary Public in and for the State of Illinois

My commission expires 7-29-07



Notary Public of Cook County Clerk's Office