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RECORDATION REQUESTED BY:

MB Financial Bank,
N.A., successor in interest to
South Holland Trust & Savings
Bank
Commercial Banking -
Southwest
16178 South Park Avenue
South Holland, IL 60473



Doc#: 0410626132
Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 04/15/2004 02:36 PM Pg: 1 of 8

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
1200 N. Ashland Avenue
Chicago, IL 60622

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Gualiz Lispier, Loan Documentation Specialist
MB Financial Bank, N.A., successor in interest to South Holland

Trust & Savings Bank

1200 N. Ashland Ave.
Chicago, IL 60622



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 12, 2004, is made and executed between Brown Packing Company, Inc., a Corporation of Illinois, whose address is One Dutch Valley Drive P.O. Box #703, South Holland, IL 60473 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to South Holland Trust & Savings Bank, whose address is 16178 South Park Avenue, South Holland, IL 60473 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 1, 1995 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents Recorded June 5, 1995, as Document Numbers 95364017 and 95364018, respectively.

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

See attached Exhibit "A" for Legal Description, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as One Dutch Valley Drive, South Holland, IL 60473-0703. The Real Property tax identification number is 29-13-301-015-0000; 29-13-301-030-0000; 29-13-301-032-0000; 29-13-300-008-0000; 29-13-300-032-0000

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

(Continued)

Loan No: 1951000003

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

The maturity date of the Change In Terms Agreement has been extended to January 11, 2009. The Interest rate is hereby changed from 7.00% Fixed to 5.75% Fixed and the payment has been modified as further described in the payment section herein. All other terms and provisions of the loan documents shall remain in full force and effect.

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 JANUARY 12, 2004.

GRANTOR:**BROWN PACKING COMPANY, INC.**

By: _____

John A. Oedzes, President of Brown Packing Company, Inc.

By: _____

Brian Oedzes, Secretary of Brown Packing Company, Inc.

LENDER:

X _____

Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 1951000003

(Continued)

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CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

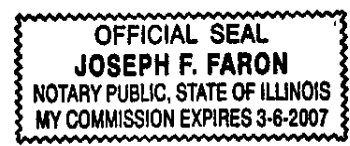
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On this 25TH day of FEBRUARY, 2004 before me, the undersigned Notary Public, personally appeared **John A. Oedzes, President and Brian Oedzes, Secretary of Brown Packing Company, Inc.**, and known to me to be authorized agents of the corporation that 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Joseph F. Faron Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 3/6/07



COOK County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 1951000003

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) SS

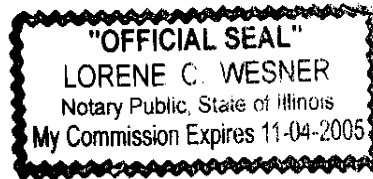
COUNTY OF Cook)

On this 25th day of February, before me, the undersigned Notary Public, personally appeared Christopher B Brokemond 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 _____ Residing at South Holland IL 60473

Notary Public in and for the State of Illinois

My commission expires: Lorene Wesner



Clerk's Office

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Exhibit A 3 3 4 0 1 7

(to Mortgage and Assignment of Rents)

LEGAL DESCRIPTION**Parcel 1**

A TRACT OF LAND BEGINNING AT A POINT 152 FEET EAST OF AND 18 FEET NORTH OF THE INTERSECTION OF THE EASTERLY LINE OF DOLTON GREENWOOD ROAD AND THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE DUE NORTH, A DISTANCE OF 130.6 FEET; THENCE NORTH 73 DEGREES 23 MINUTES WEST A DISTANCE OF 230.9 FEET; THENCE SOUTH 53 DEGREES 49 MINUTES WEST, A DISTANCE OF 76 FEET TO THE AFORESAID EASTERLY LINE OF DOLTON GREENWOOD ROAD; THENCE NORTH 27 DEGREES 56 MINUTES WEST ALONG SAID EASTERLY LINE A DISTANCE OF 33 FEET; THENCE NORTH 53 DEGREES 49 MINUTES EAST, A DISTANCE OF 93 FEET; THENCE SOUTH 73 DEGREES 23 MINUTES EAST, A DISTANCE OF 237.5 FEET; THENCE DUE EAST, A DISTANCE OF 252 FEET; THENCE DUE SOUTH, A DISTANCE OF 165 FEET; THENCE DUE WEST 18 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, A DISTANCE OF 252 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel 2

THAT PART OF LOT 13 LYING WEST OF A LINE DRAWN FROM A POINT 86.56 FEET WEST (AS MEASURED ALONG THE NORTHERLY LINE THEREOF) OF THE NORTHEAST CORNER THEREOF, TO A POINT 37.04 FEET WEST OF THE SOUTHEAST CORNER THEREOF, ALL OF LOT 14 AND THE EAST 45 FEET OF LOT 16 ALL IN SANDRIDGE, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 3

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF DOLTON-GREENWOOD ROAD WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE EAST ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 13, 152 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EAST ON LAST DESCRIBED LINE, A DISTANCE OF 252 FEET; THENCE DUE NORTH AT 90 DEGREES TO THE LAST DESCRIBED LINE, 18 FEET; THENCE DUE WEST ON A LINE 18 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 13, 252 FEET THENCE SOUTH 18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address for Identification: One Dutch Valley Drive
South Holland, IL 60473

Property Index Number: 29-13-301-015
29-13-301-030
29-13-301-032
29-13-300-008
29-13-300-032

UNOFFICIAL COPY**EXHIBIT A-1**
(to Mortgage)**Permitted Encumbrances:**

1. GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE.
2. MORTGAGE AND SECURITY AGREEMENT DATED DECEMBER 23, 1985 AND RECORDED DECEMBER 31, 1985 AS DOCUMENT 85345213 MADE BY BROWN PACKING COMPANY, INC., A CORPORATION OF ILLINOIS, TO CITY OF CALUMET CITY, ILLINOIS, A MUNICIPAL CORPORATION TO SECURE A NOTE FOR \$750,000.
3. ASSIGNMENT AND AGREEMENT DATED DECEMBER 23, 1985 AND RECORDED DECEMBER 31, 1985 AS DOCUMENT 85345212, MADE BY THE CITY OF CALUMET CITY TO THE FIRST NATIONAL BANK IN DOLTON.
4. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES
5. GRANT RECORDED MARCH 7, 1914 AS DOCUMENT 5370357 TO MAINTAIN AND OPERATE THEIR EQUIPMENT OVER LAND IN FAVOR OF PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS
(AFFECTS PARCEL 1)
6. GRANT TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS RECORDED MARCH 7, 1914 AS DOCUMENT 5370358 TO MAINTAIN AND OPERATE THEIR EQUIPMENT OVER LAND
(AFFECTS PARCEL 1)
7. EASEMENT IN, UPON, UNDER, OVER AND ALONG THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH GAS SERVICE, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT AS CREATED BY GRANT TO NORTHERN ILLINOIS GAS COMPANY RECORDED FEBRUARY 11, 1963 AS DOCUMENT 18718030
(AFFECTS PARCEL 1)
8. EASEMENT FOR PUBLIC UTILITIES, SEWER, WATER, OVER AREAS SO DELINEATED ON LOTS 1 TO 16, BOTH INCLUSIVE IN SANDRIDGE SUBDIVISION AS SHOWN ON PLAT OF OCTOBER 11, 1973 AS DOCUMENT 22509791
(AFFECTS PARCEL 2)
9. EASEMENT FOR PUBLIC UTILITIES, SEWER, WATER, AS SHOWN ON PLAT OF SANDRIDGE BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
(AFFECTS THE NORTHERLY 77 FEET OF LOT 13 AND VARIOUS IRREGULAR PORTIONS OF LOTS 13 AND 14))
(AFFECTS PARCEL 2)
10. 10 FOOT SEWER EASEMENTS AS SHOWN ON PLAT OF SANDRIDGE AFORESAID.
(AFFECTS IRREGULAR PORTIONS OF LOT 14 IN PARCEL 2)
11. EASEMENT OVER THE PROPERTY SHOWN WITHIN DOTTED LINES AND MARKED EASEMENT OF THE LAND FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY TO SERVE THE SUBDIVISION AND OTHER LAND WITH TELEPHONE AND ELECTRICAL SERVICE, TOGETHER WITH THE RIGHT TO OVERHANG AERIAL SERVICE WIRES AND THE RIGHT OF ACCESS TO SUCH WIRES, AS

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CREATED BY GRANT TO THE ILLINOIS BELL TELEPHONE COMPANY AND THE COMMONWEALTH EDISON COMPANY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AND AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED OCTOBER 11, 1973 AS DOCUMENT 22509791

NOTE: SAID GRANT PROVIDES THAT OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES AND MARKED EASEMENT WITHOUT THE WRITTEN CONSENT OF GRANTEE'S AND THAT AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH PROPER OPERATION AND MAINTENANCE THEREOF

(AFFECTS THE NORTHERLY 77 FEET OF LOT 13 AND VARIOUS IRREGULAR PORTIONS OF LOTS 13 AND 14 IN PARCEL 2)

12. EASEMENTS IN ALL PLATTED EASEMENT AREAS FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEAL AND REMOVAL OF GAS MAINS AND APPURTENANCES, AS CREATED BY GRANT TO NORTHERN ILLINOIS GAS COMPANY ITS SUCCESSORS AND ASSIGNS AND AS SHOWN ON PLAT OF SUBDIVISION RECORDED OCTOBER 11, 1973 AS DOCUMENT 22509791

(AFFECTS THE NORTHERLY 77 FEET OF LOT 13 AND VARIOUS IRREGULAR PORTIONS OF LOTS 13 AND 14 IN PARCEL 2)

13. COVENANTS CONTAINED IN THE PLAT OF SUBDIVISION OF SANDRIDGE, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PROVIDING THAT THE COST OF MAINTENANCE, RECONSTRUCTION AND REPAIR OF SANITARY SEWER, STORM SEWER AND WATER DISTRIBUTION SYSTEM LOCATED WITHIN EACH PARCEL OF LAND IN SAID SUBDIVISION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OF SAID PARCEL AND THAT THE MAINTENANCE OF THE RETENTION POND LOCATED ON LOT 16 SHALL BE SHARED EQUALLY BY THE OWNERS OF LOTS 1 THROUGH 15, INCLUSIVE

(AFFECTS PARCEL 2)

14. EASEMENT FOR PUBLIC UTILITIES, SEWER, WATER AND INGRESS AND EGRESS RECORDED OCTOBER 14, 1975 AS DOCUMENT 23252185 OVER THAT PART OF LOTS 12 AND 13 LYING NORTH OF THE SOUTH 135 FEET, THAT PART LYING SOUTH OF A LINE DRAWN 77 FEET SOUTHERLY OF AND PARALLEL TO THE NORTH LINE OF SAID LOTS LYING WEST OF THE EAST 93.04 FEET OF SAID LOT 12 AND LYING EAST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF LOT 14, 15.09 FEET WESTERLY OF THE NORTHEASTERLY CORNER THEREOF, TO A LINE ON THE SOUTH LINE OF SAID LOT 13, 77.93 FEET WEST OF THE SOUTHEAST CORNER THEREOF; ALSO THE SOUTHERLY 10 FEET OF THE NORTHERLY 20 FEET OF THE WESTERLY 93 FEET OF LOT 14, ALSO THE NORTHERLY 20 FEET AND THE SOUTH 10 FEET OF THE EAST 45 FEET OF LOT 16

(AFFECTS PARCEL 2)

15. A 20 FOOT EASEMENT RUNNING NORTH AND SOUTH OVER LOTS 13 AND 14 FOR METROPOLITAN SANITARY DISTRICT INTERCEPTER SEWER AS SHOWN ON PLAT OF SANDRIDGE SUBDIVISION RECORDED OCTOBER 11, 1973 AS DOCUMENT 22509791

(AFFECTS PARTS OF LOTS 13 AND 14 OF PARCEL 2)

16. EASEMENT IN, UPON, UNDER, OVER AND ALONG THE SOUTH 10 FEET OF THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH ELECTRIC SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT AS CREATED BY GRANT TO THE COMMONWEALTH EDISON COMPANY RECORDED OCTOBER 9, 1974 AS DOCUMENT 22872563

(AFFECTS PARCEL 3)

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17. PERMANENT EASEMENT FOR THE LOCATION OF AN INTERCEPTING SEWER BY ORDER ENTERED IN CASE NUMBER 69L10460

(AFFECTS PARCEL 2)

18. THE EASEMENTS NOTED HEREIN AT EXCEPTION REFERENCE NUMBER 16, 17, 19, 20 AND 22 NOTED ABOVE HAVE BEEN RELEASED AS FOLLOWS:

A) AS TO THAT PART OF LOTS 13 AND 14 LYING WEST OF THE WEST LINE OF THE 20 FEET WIDE METROPOLITAN SANITARY DISTRICT EASEMENT AND SOUTH OF A LINE DRAWN 165 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 13 BY: (1) COMMONWEALTH EDISON COMPANY DOCUMENT 86021970 (2) ILLINOIS BELL TELEPHONE COMPANY BY DOCUMENT #86021971 (3) NORTHERN ILLINOIS GAS COMPANY BY DOCUMENT #86021972

B) AS TO THAT PART OF THE LAND FALLING IN THE SOUTH 90 FEET OF LOT 13 AND WHICH LIES EAST OF THE METROPOLITAN SANITARY DISTRICT EASEMENT BY: (1) NORTHERN ILLINOIS GAS COMPANY BY DOCUMENT #86551366 (2) COMMONWEALTH EDISON COMPANY BY DOCUMENT #86556643 (3) ILLINOIS BELL TELEPHONE COMPANY BY DOCUMENT #87010709

(AFFECTS PARCEL 2)

19. TRUST DEED DATED JUNE 27, 1985 AND RECORDED JUNE 28, 1985 AS DOCUMENT 85082617 MADE BY BROWN PACKING COMPANY TO CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE TO SECURE A NOTE FOR \$2,064,220.00
20. ASSIGNMENT OF RENTS MADE BY BROWN PACKING COMPANY, A CORPORATION OF ILLINOIS TO JOHN OEDZES RECORDED JUNE 28, 1985 AS DOCUMENT 85082616.
21. SUBORDINATION AGREEMENT DATED DECEMBER 23, 1985 AND RECORDED DECEMBER 31, 1985 AS DOCUMENT 85345211, MADE BY JOHN OEDZES, AND CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE, TO THE FIRST NATIONAL BANK IN DOLTON, WHEREBY:

(A) CHICAGO TITLE AND TRUST COMPANY SUBORDINATES TRUST DEED DOCUMENT 85082617 TO MORTGAGE AND SECURITY AGREEMENT DOCUMENT 85345213 AND ASSIGNMENT DOCUMENT 85345212; AND

(B) JOHN OEDZES SUBORDINATES ASSIGNMENT OF RENTS DOCUMENT 85082616 TO MORTGAGE AND SECURITY AGREEMENT DOCUMENT 85345213 AND ASSIGNMENT DOCUMENT 85345212.

Property of Cook County Clerk's Office