

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
COSMOPOLITAN BANK AND  
TRUST  
801 NORTH CLARK STREET  
CHICAGO, IL 60610



Doc#: 0419626270  
Eugene "Gene" Moore Fee: \$36.00  
Cook County Recorder of Deeds  
Date: 07/14/2004 03:22 PM Pg: 1 of 7

WHEN RECORDED MAIL TO:  
COSMOPOLITAN BANK AND  
TRUST  
801 NORTH CLARK STREET  
CHICAGO, IL 60610

SEND TAX NOTICES TO:  
COSMOPOLITAN BANK AND  
TRUST  
801 NORTH CLARK STREET  
CHICAGO, IL 60610

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Sue Remegi  
COSMOPOLITAN BANK AND TRUST  
801 NORTH CLARK STREET  
CHICAGO, IL 60610

STEWART TITLE OF ILLINOIS  
2 NORTH LAKE STREET, SUITE 1500  
CHICAGO, IL 60602

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 7, 2004, is made and executed between Cosmopolitan Bank and Trust, not personally, but as Trustee under the provisions of a Trust Agreement dated 7/22/1999 and known as Trust No. 31044, whose address is 801 North Clark Street, Chicago, IL 60610 (referred to below as "Grantor") and COSMOPOLITAN BANK AND TRUST, whose address is 801 NORTH CLARK STREET, CHICAGO, IL 60610 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 15, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded July 23, 2002 in the Office of the Cook County Recorder as Document Number 0020803244.

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

See Exhibit "A", 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 6120 S. Archer Avenue, Summit, IL 60501. The Real Property tax identification number is 18-13-303-016, 18-13-303-015, 18-13-303-020 and 18-13-303-012

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

Effective the date of this modification, the definition of Note shall be amended as follows: the word Note shall mean, i) the Promissory Note between Mako Properties, Inc. and Cosmopolitan Bank and Trust dated May 7, 2004 in the original amount of \$2,000,000.00, including any and all amendments, modifications, renewals, replacements and substitutions; ii) the Promissory Note between O.A.K.K. Construction Co Inc. and Cosmopolitan Bank and Trust dated August 10, 2000 in the original amount of \$60,000.00 as increased to \$400,000.00 by Change in Terms Agreement dated September 14, 2001, including any and all amendments, modifications, renewals, replacements and substitutions and; iii) the

7/14/04

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

(Continued)

Page 2

Loan No: 004

Promissory Note between Koal Heating Co. Inc. and Cosmopolitan Bank and Trust dated August 10, 2000 in the original amount of \$60,000.00 as increased to \$200,000.00 by Change in Terms Agreement dated September 14, 2001, including any and all amendments, modifications, renewals, replacements and substitutions.

**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 endorser's 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 MAY 7, 2004.**

GRANTOR:

**COSMOPOLITAN BANK AND TRUST, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED 7/22/1999 AND KNOWN AS TRUST NO. 31044**

\*\*For signatures, notary and exculpatory provisions of the Trustee, see rider  
By: attached hereto, which is expressly incorporated herein and made a part hereof.  
**Todd W. Cordell, V.P./Trust Officer of Cosmopolitan Bank and Trust, not personally, but as Trustee under the provisions of a Trust Agreement dated 7/22/1999 and known as Trust No. 31044**

By: \_\_\_\_\_  
**Devin L. Fisher, Land Trust Administrator of Cosmopolitan Bank and Trust, not personally, but as Trustee under the provisions of a Trust Agreement dated 7/22/1999 and known as Trust No. 31044**

LENDER:

X Matthew W. Mackey  
**Authorized Signer**

# UNOFFICIAL COPY

This Modification Agreement is executed by the Trustee, Cosmopolitan Bank and Trust, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Cosmopolitan Bank and Trust possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Cosmopolitan Bank and Trust, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Cosmopolitan Bank and Trust as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

BY: [Signature]  
Vice President/Trust Officer

ATTEST: [Signature]  
Trust Officer

STATE OF ILLINOIS

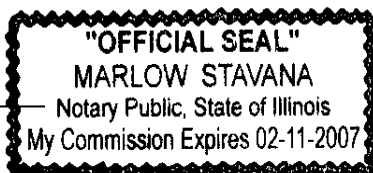
SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Todd W. Cordell and Devin L. Fisher, of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that said Trust Officer as custodian of the corporate seal to be affixed to said instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 2nd day of June A.D., 2004.

Marlow Stavana  
NOTARY PUBLIC



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 004

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 7<sup>th</sup> day of May, 2004 before me, the undersigned Notary Public, personally appeared MATTHEW W. MAXKEY and known to me to be the Commercial Loan Officer 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 Mary T. Green Residing at 801 N. Clark St. Chicago, Ill.  
60610

Notary Public in and for the State of Illinois

My commission expires 5-10-08



Cook County Clerk's Office

**UNOFFICIAL COPY****EXHIBIT A**

6120 ARCHER AVENUE, SUMMIT IL 60501

**PARCEL 1:**

SUBLOTS 1, 3, 5 AND 6, ALL IN THE SUBDIVISION (ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON OR ABOUT DECEMBER 24, 1940 AS DOCUMENT NUMBER 12598890) OF LOTS 1 AND 2 IN ELGIN MOTOR CORPORATION SUBDIVISION OF PART OF THE EAST ¼ OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON OR ABOUT MAY 13, 1921 IN BOOK 165 OF PLATS AT PAGE 22 AS DOCUMENT NUMBER 7143827 IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF SAID SUBLLOT 5 WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID SUBLLOT 5 WHICH IS 15.54 FEET SOUTHWESTERLY FROM THE NORTHEAST CORNER OF SAID SUBLLOT 5, SAID BEGINNING BEING A POINT WHERE THE SOUTHERLY LINE OF A 30 FOOT PRIVATE DRIVEWAY MEETS THE WESTERLY LINE OF ARCHER AVENUE, THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF ARCHER AVENUE (AND ALONG THE EASTERLY LINE OF SAID SUBLLOT 5) 207 FEET TO A POINT, THENCE WESTERLY AT A RIGHT ANGLE TO ARCHER AVENUE (AND ALSO TO THE EASTERLY LINE OF SAID SUBLLOT 5) A DISTANCE OF 110.15 FEET TO A POINT WHERE SAID LINE INTERSECTS THE WESTERLY LINE OF SAID SUBLLOT 5, THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID SUBLLOT 5, 177.21 FEET TO A POINT WHICH IS 15 FEET SOUTH (MEASURED AT A RIGHT ANGLE) OF THE NORTHERLY LINE OF SAID SUBLLOT 5, AS IT EXISTS AND AS IT IS EXTENDED WESTERLY, THENCE EASTERLY ON A LINE PARALLEL TO AND 15 FEET SOUTH (MEASURED AT A RIGHT ANGLE) OF THE NORTHERLY LINE OF SAID SUBLLOT 5, AS IT EXISTS AND AS IT IS EXTENDED WESTERLY 114.1 FEET TO A POINT OF BEGINNING

**PARCEL 2:**

EASEMENT FOR BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PREMISES:

COMMENCING AT THE NORTHEAST CORNER OF SUBLLOT 10 IN THE RESUBDIVISION (ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON OR ABOUT DECEMBER 24, 1940 AS DOCUMENT 12598890) OF LOTS 1 AND 2 IN THE ELGIN MOTOR CORPORATION SUBDIVISION OF PART OF THE EAST ¼ OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON OR ABOUT MAY 13, 1921 IN BOOK 165 OF PLATS AT PAGE 22 AS DOCUMENT NUMBER 7143827 IN COOK COUNTY, ILLINOIS; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SUBLLOT 10 A DISTANCE OF 85 FEET TO A POINT ON SAID EAST LINE, THENCE WESTERLY ON A LINE WHICH IS 85 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SUBLLOT 10 FOR A DISTANCE OF 60 FEET; THENCE NORTHERLY ON A LINE IS 60 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SUBLLOT 10 TO THE NORTH LINE OF SAID SUBLLOT 10; AND THENCE EASTERLY ALONG THE NORTH LINE OF SAID SUBLLOT 10 TO THE PLACE OF BEGINNING, WHICH EASEMENT WAS RESERVED BY COOK TERMINAL COMPANY UNDER THE TERMS AND PROVISIONS OF THAT CERTAIN INDENTURE FROM COOK TERMINAL COMPANY TO REICHOLD CHEMICALS, INCORPORATED, CORPORATION OF DELAWARE, DATED DECEMBER 8, 1953 AND RECORDED JANUARY 4, 1954 AS DOCUMENT NUMBER 15804102 ALL IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBERS: 18-13-303-016-0000 (SUBLLOT 1), 18-13-303-015-0000 ( SUBLLOT 3), 18-13-303-020-0000 (PART OF SUBLLOT 5) AND 18-13-303-012-0000 (SUBLLOT 6)

**UNOFFICIAL COPY****EXHIBIT A  
(CONTINUED)**

**6125 ARCHER STREET, SUMMIT ILLINOIS 60501**  
**P.I.N. 18-13-306-010**

LOT 22 IN BLOCK 19 IN ARGO 3<sup>RD</sup> ADDITION TO SUMMIT, BEING A SUBDIVISION OF THAT PART OF THE NORTH THREE-FOURTHS OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF ARCHER AVENUE (EXCEPT THE NORTH 540.41 FEET THEREOF)

**7742 WEST 61ST PLACE, SUMMIT, ILLINOIS 60501**  
**P.I.N(s): 18-13-303-002, 18-13-303-003, 18-13-303-017 and 18-13-303-018**

**PARCEL 1:** THE EAST 95 FEET OF THE WEST 220 FEET OF THE NORTH 364.31 FEET OF THE SOUTH 397.31 FEET OF THE NORTH 5/8THS OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:** THAT PART OF THE NORTH 5/8THS OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE NORTH 548.5 FEET THEREOF AND WEST OF THE WEST LINE OF THE 15 FOOT STRIP OF LAND CONVEYED BY IRA C. COBE TO THE INDIANA HARBOR BELT RAILROAD COMPANY BY DEED RECORDED ON NOVEMBER 1, 1912 AS DOCUMENT 5073489 (EXCEPT THE WEST 100 FEET OF THE NORTH 125 FEET AND EXCEPT THE SOUTH 397.31 FEET OF SAID DESCRIBED TRACT OF LAND AND ALSO EXCEPT THE SOUTH 550.6 FEET OF THE NORTH 1264.10 FEET OF THE WEST 110 FEET OF THE NORTH 5/8 OF SAID EAST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 13) ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 3:** THE SOUTH 550.6 FEET OF THE NORTH 1264.10 FEET OF THE WEST 110 FEET OF THE NORTH 5/8THS OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:** THE NORTH 364.31 FEET OF THE SOUTH 397.31 FEET OF THE WEST 125 FEET OF THE NORTH 5/8THS OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**UNOFFICIAL COPY****EXHIBIT A****LEGAL DESCRIPTION****PARCEL 1:**

That part of Sublot 2, in the Resubdivision (according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois, on or about December 24, 1940, as document numbered 12598890) of Lots 1 and 2 in Elgin Motor Corporation Subdivision of part of the East half of the Southwest quarter of Section 13, Township 38 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded on or about May 13, 1921, in Book 165 of plats at page 22 as document numbered 7143827 in Cook County, Illinois,

That part of said Sublot 2, which is described as follows:

Commencing at a point on the Easterly line of said Sublot 5 which is 15.54 feet Southwesterly from the Northeast corner of said Sublot 5, said point being where the Southerly line of a 30-foot private driveway meets the Westerly line of Archer Avenue; thence West along the South line of said 30 foot driveway to a point 15.54 feet Southwesterly from the Northeast corner of Sublot 2, being the Point of Beginning; thence South 105 degrees, 53 minutes West, a distance of 338.36 feet to a point; thence; Northwesterly 13.58 feet to a point; thence Southwesterly 7.17 feet to a point; thence due South a distance of 236.58 feet to a point; thence West 136.70 feet to a point; thence North 508.22 feet to a point; thence East 90 degrees 00 minutes, 00 seconds, 65.81 feet to a point; thence South 90 degrees, 00 minutes, 00 seconds, 10.97 feet to a point; thence East 90 degrees, 00 minutes, 00 seconds, 87.07 feet to a point; thence North 105 degrees, 53 minutes, 48.41 seconds East, 72.52 feet to a point; thence 52.07 feet East along the South Line of said 30 foot driveway to the point of beginning.

**PARCEL 2:**

Easement of ingress to and egress from any point in Sublots 1 through 9 of the above-described Resubdivision over, upon and across that certain area of land in Sublot 10 described as follows:

Commencing at the Northeast corner of said Sublot 10 in the Resubdivision (according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois, on or about December 24, 1940 as document numbered 12598890) of Lots 1 and 2 in Elgin Motor Corporation Subdivision of part of the East half of the Southwest quarter of Section 13, Township 38 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded on or about May 13, 1921, in Book 165 of plats at page 22 as document numbered 7143827 in Cook County, Illinois; thence Southerly along the East line of said Sublot 10 a distance of 85 feet to a point on said East line; thence Westerly on a line which is 85 feet South of and parallel with the North line of said Sublot 10 for a distance of 60 feet; thence Northerly on a line which is 60 feet West and parallel with the East line of said Sublot 10 to the North line of said Sublot 10; and thence Easterly along the North line of said Sublot 10 to the place of beginning, which said easement was reserved by the Cook Terminal Co. under the terms and provisions of that certain Indenture from the Cook Terminal Co. to Reichold Chemicals, Inc., a Delaware corporation, which is dated December 5, 1953 and which was recorded January 4, 1954 in the Office of the Recorder of Deeds of Cook County, Illinois, as document numbered 15804102.

7719 W. 60<sup>th</sup> Place

Property Index Number:

18-13-303-011