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HE 124006760 c t c
RECORDATION REQUESTED BY:
Harris Bank Winnetka, N.A.
520 Green Bay Road
Winnetka, IL 60093

Doc#: 0421729110
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 08/04/2004 11:03 AM Pg: 1 of 6

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:
Catherine Anderson, Documentation Specialist
Harris Bank /BLST
311 W. Monroe
Chicago, IL 60606

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 30, 2004, is made and executed between J & P Glunz Realty LLC, an Illinois Limited Liability Company whose address is 7100 N. Capitol Drive, Lincolnwood , IL 60712 (referred to below as "Grantor") and Harris Bank Winnetka, N.A., whose address is 520 Green Bay Road, Winnetka, IL 60093 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 2, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on September 5, 2003 as Document #0324811327 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:

PARCEL 1:
The southwesterly 48.33 feet (as measured at right angles to the southwesterly line of lot 2), of Lot 2, and that part of Lot 4, lying northwesterly of the center line of Lot 6 extended southwesterly, and that part of Lot 4, lying southeasterly of the center line of Lot 6 extended southwesterly (except that part of Lot 4 described as follows: beginning at the northeast corner of Lot 4, thence northwesterly along the northerly line of Lot 4, 15.0 feet; thence southwesterly in a straight line parallel with the easterly line of Lot 4, 274.81 feet to the arc of a circle; thence easterly along the arc of a circle having a radius of 50.0 feet, convex to the southeast, 6.96 feet to a point on the easterly line of Lot 4; thence northeasterly along the arc of a circle having a radius of 447.0 feet and being also the easterly line of Lot 4, 85.05 feet to a point of curve; thence continuing northeasterly along the easterly straight line of Lot 4, 189.79 feet to the place of beginning) all in Andrew Barkules and Sons subdivision of part of the northwest of the northeast of section 35, township 41 north, range 13 east of the third principal meridian, in Cook County, Illinois.

PARCEL 2:
A perpetual easement for Ingress and Egress, for the benefit of said Parcels 1, 4 and 6 herein over, and across the east 15 feet of Lot 6 in said Andrew Barkules and Sons subdivision as provided in a subject to the Declaration of Easements recorded as document 19867379, in Cook County, Illinois.

BOX 288-01

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PARCEL 3:

That part of the northwest of the northeast of section 35, township 41 north, range 13 east of the third principal meridian, beginning at a point in the north line of said northwest of the northeast 229.13 feet east of the easterly line of the Chicago and Northwestern Railway Co.'s right of way; thence east along said north line of the northwest of the northeast 218.07 feet; thence south at right angles to the last described line 100.0 feet, thence southwesterly along a line 450.0 feet easterly of as measured at right angles to the easterly right of way line of the Chicago and Northwestern Railway Company, 461.98 feet to a point of curve; thence southwesterly along curved line tangent to the last described line convex to the southeast and having a radius of 450.78 feet 222.81 feet as measured along the chord of said curve to a point of tangency; thence southwesterly along the northwesterly line of a private right of way 416.62 feet to a point of curve; thence northeasterly along a curved line convex to the southeast tangent to the last described line and having a radius of 447.0 feet, 220.95 feet as measured along the chord of said curve to a point of tangency; thence northeasterly along a line 250.0 feet easterly of as measured at right angles to the easterly line of the Chicago and Northwestern Railway's right of way 742.62 feet; thence north along a line at right angles to the north line of said northwest of the northeast 100.0 feet to the point of beginning.

Excepting therefrom that part of the northwest of the northeast of said section 35, described as follows: Beginning at a point in the north line of said northwest of the northeast of said section 35, 229.13 feet east of the easterly line of the Chicago and Northwestern Railway Co.'s right of way; thence east along said north line 218.07 feet; thence south at right angles to the last described line 100.0 feet; thence southwesterly along a line 450.0 feet easterly as measured at right angles to said easterly line of the Chicago and Northwestern Railway Co.'s right of way 461.98 feet to a point of curve; thence southwesterly along a curved line tangent to the last described line convex to the southeast, having a radius of 450.78 feet 222.81 feet as measured along the chord of said curve to a point of tangency; thence southwesterly along the northwesterly line of a private right of way 109.41 feet to a point which is 651.08 feet distance from the point of intersection of said northwest line of said private right of way with the north and south center line of said section 35; thence northeasterly on a straight line said straight line forming an angle with said northwesterly line of said private right of way of 5 degrees 11 minutes 40 seconds 55.21 feet to a point of curve said point of curve being 5 feet northwesterly from said private right of way line; thence northeasterly along a curve line tangent to the last described straight line convex to the southeast having a radius of 310.95 feet 64.93 feet, as measured along the chord of said curve to a point which is 17.61 feet distance from said northwesterly line of said private right of way measured on a line at right angles to said northwesterly right of way line; thence northwesterly on a line which is at right angles to a line 350.0 feet southeasterly of and parallel to the easterly right of way line of the Chicago, and Northwestern Railway Company as measured at right angles to said easterly line 33.96 feet; thence northeasterly on said parallel line 193.18 feet; thence northwesterly at right angles to last described line 100.0 feet; thence northeasterly along a line 250.0 feet as measured at right angles easterly of the easterly right of way line of the Chicago and Northwestern Railway 381.03 feet; thence along a line at right angles to the north line of said northwest of the said northeast of said section 35, 100.0 feet to the point of beginning.

Also

Excepting therefrom that part of the northwest of the northeast of section 35, township 41 north, range 13 east of the third principal meridian, described as follows:

Commencing at a point on the north line of the northwest of the northeast of said section 35, 229.13 feet east of the easterly line of the Chicago and Northwestern Railway Co.'s right of way; thence south at right angles to said north line 100.0 feet; thence southwesterly along a line 250.0 feet easterly of, measured at right angles to the easterly line of the Chicago and Northwestern Railway Co.'s right of way line, 381.03 feet for the place of beginning; thence continuing southwesterly on said line, 361.89 feet to a point of curve; thence southwesterly along a curved line having a radius of 447.0 feet, convex to the southeast, 85.05 feet to the arc of a circle; thence easterly along the arc of a circle having a radius of 50.0 feet, convex to the south, 46.61 feet; thence southeasterly perpendicular to the northwesterly private right of way line, 1.0 feet; thence northeasterly along the northwesterly private right of way line 131.05 feet; thence northeasterly on a straight line, said straight line forming an angle with said northwesterly line of said private right of way of 5 degrees

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11 minutes 40 seconds, 55.21 feet to the point of curve, said point of curve being 5.0 feet northwesterly from said private right of way; thence northeasterly along the curved line, tangent to the last described straight line, convex to the southeast and having a radius of 310.95 feet, 64.93 feet, as measured along the chord of said curve, to a point which is 17.61 feet distant from said northwesterly line of said private right of way, measured on a line at right angles to said northwesterly right of way line; thence northwesterly on a line which is at right angles to a line 350.0 feet southeasterly of and parallel to the easterly right of way line of the Chicago and Northwestern Railway Company, as measured at right angles to said easterly right of way line, 33.96 feet; thence northeasterly on said parallel line, 193.18 feet; thence northwesterly at right angles to the last described line, 100.0 feet to the place of beginning, in Cook County, Illinois.

PARCEL 4:

Lot 3 in Andrew Barkules and Sons subdivision of part of the northwest of the northeast of section 35, township 41 north, range 13 east of the third principal meridian, in Cook County, Illinois.

PARCEL 5:

A perpetual non-exclusive easement for Ingress and Egress for the benefit of that part of Parcel 1 falling in Lot 4, over, along and across the following described property as created by reciprocal grant of easement dated March 10, 1970 and recorded April 20, 1970 as documented 21138901 made by Grace Barkow to Harris Trust and Savings Bank as trustee under trust agreement dated June 1, 1967 and known as Trust number 32781.

That part of Lot 4 in Andrew Barkules and Sons subdivision of part of the northwest of the northeast of section 35, township 41 north, range 13 east of the third principal meridian described as follows:

(Being that part excepted from Lot 4 in Parcel 1) beginning at the northeast corner of Lot 4; thence northwesterly along the northerly line of Lot 4, 15.0 feet; thence southwesterly on a straight line parallel to the easterly line of Lot 4, 274.81 feet to the arc of a circle; thence easterly along the arc of a circle, having a radius of 50 feet, convex to the southeast, 6.90 feet to a point on the easterly line of Lot 4; thence northeasterly along the arc of a circle having a radius of 447.0 feet, being also the easterly line of Lot 4, 85.05 feet to a point a curve; thence continuing northeasterly along the easterly straight line of Lot 4, 189.79 to the point of beginning, in Cook County, Illinois.

Also

That part of the Northwest of section 35, township 41 north, range 13 east third principal meridian described as follows:

(Being the easterly portion of the Cul de Sac of private drive know as Capitol Drive) beginning at a point on the easterly line of Lot 4 in said Andrew Barkules and Sons subdivision said point being 158.67 feet southwesterly of the northeast corner of said Lot 4; thence southerly along the arc of a circle having a radius of 30.0 feet, convex to the southwest, 29.20 feet to a point of reverse curve; thence southwesterly along the arc of a circle having a radius of 50.0 feet, convex to the southeast, 120.25 feet to a point on the easterly line of said Lot 4; thence northeasterly along the arc of a circle having a radius of 447.0 feet and being also the easterly line of lot 4, 85.05 feet to a point of curve; thence continuing northeasterly along the easterly straight line of Lot 4, 31.12 feet to the point of beginning, in Cook County, Illinois.

PARCEL 6:

Lot 6 (except the easterly 15 feet) in Andrew Barkules and Sons subdivision of part of the northwest of the northeast of section 35, township 41 north, range 13 east of the third principal meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 7100 Capitol Drive, Lincolnwood, IL 60712. The Real Property tax identification number is 10-35-200-026, 110-35-200-030, 10-35-200-031, 10-35-200-032, 10-35-200-033 AND 10-35-200-035

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 June 30, 2004 in the original principal amount of \$1,700,000.00 and a Promissory Note dated June 30, 2004 in the original principal amount of \$400,000.00 to Lender bearing a

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variable interest rate based upon an index together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$2,100,000.00. 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 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 JUNE 30, 2004.

GRANTOR:

J & P GLUNZ REALTY LLC

By: 

John P. Glunz, Member of J & P Glunz Realty LLC

By: 

Patricia Glunz, Member of J & P Glunz Realty LLC

LENDER:

HARRIS BANK WINNETKA, N.A.

X 

Authorized Signer

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

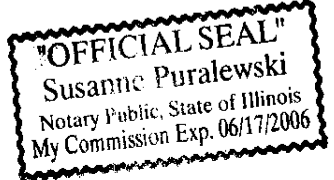
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 30th day of June, 2004 before me, the undersigned Notary Public, personally appeared **John P. Glunz, Member and Patricia Glunz, Member of J & P Glunz Realty 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 Susanne Puralewski Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 6/17/06



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LENDER ACKNOWLEDGMENT

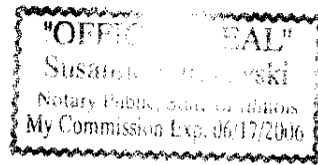
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 10th day of June, 2004 before me, the undersigned Notary Public, personally appeared John E. Pappas and known to me to be the SR 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 [Signature] Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 6/17/2006



COOK COUNTY Clerk's Office