

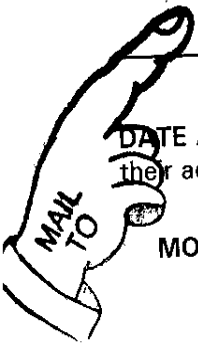


Doc#: 0421931111
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 08/06/2004 04:40 PM Pg: 1 of 5

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This instrument was prepared by Loan Operations, Lakeside Bank, 1112 South Wabash Avenue, Chicago, Illinois 60605
When recorded return to Loan Operations, Lakeside Bank, 1112 South Wabash Avenue, Chicago, Illinois 60605

MODIFICATION OF LEASEHOLD MORTGAGE



DATE AND PARTIES. The date of this Real Estate Modification (Modification) is July 1, 2004. The parties and their addresses are:

MORTGAGOR:
BARTLETT BITUMINOUS ASPHALT, L.L.C.
A Limited Liability Company
One Pierce Place, Suite #250C
Itasca, Illinois 60143

LENDER:
LAKESIDE BANK
Organized and existing under the laws of Illinois
55 W. WACKER DRIVE
CHICAGO, Illinois 60601

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated December 27, 2002 and recorded on January 8, 2003 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at Document No. 0030031210 and covered the following described Property:

See attached Exhibit A

The property is located in Cook County at 4.1 Acre Parcel at Lemont Road and Illinois-Main Channel, Lemont, Illinois .

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. This Security Instrument will secure the following Secured Debts:

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(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 6046609-01, dated December 27, 2002, from Bartlett Bituminous Asphalt, L.L.C., Gaetano Console, Anna Console and Lakeside Bank a/t/u/t/a dated December 27, 2002 a/k/a Trust No. 10-2466 (Borrower) to Lender, with a loan amount of \$2,850,000.00, with an interest rate of 7.0 percent per year and maturing on January 1, 2006.

(b) All Debts. All present and future debts from Bartlett Bituminous Asphalt, L.L.C., Gaetano Console, Anna Console and Lakeside Bank a/t/u/t/a dated December 27, 2002 a/k/a Trust No. 10-2466 to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

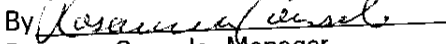
(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

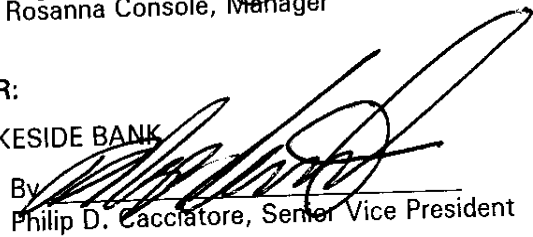
MORTGAGOR:

Bartlett Bituminous Asphalt, L.L.C.

By 
Rosanna Console, Manager

LENDER:

LAKESIDE BANK

By 
Philip D. Cacchiatore, Senior Vice President

ACKNOWLEDGMENT.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Instrument was acknowledged before me by

ROSANNA CONSOLE, the MANAGER of, and
_____, the _____ of, and
_____, the _____ of
BARTLETT BITUMINOUS ASPHALT LLC, a(n)

on this 26TH day of JULY, 2004.
_____ Limited Liability Company, on behalf of the Limited Liability Company,

Marianne Migdal
NOTARY PUBLIC

My Commission Expires:

07/15/2008



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EX A BBA Leasehold Mortgage V2

EXHIBIT A

THE SUBJECT SUBLEASEHOLD ESTATE IS CREATED BY THE FOLLOWING SUBLEASE:

Sublease Agreement dated November 8, 2002 between Ganna Construction, Inc., as Sublessor, and Bartlett Bituminous Asphalt, L.L.C., as Sublessee, pertaining to that certain prime Lease Agreement dated February 4, 1999 between the Metropolitan Water Reclamation District of Greater Chicago, as Landlord, and Ganna Construction, Inc., as Tenant, re 4.1 Acres of District Real Estate located South of the Main Channel, West of Lemont Road, in Unincorporated Cook County, Illinois; Main Channel Atlas Index Parcel No. 22.05.

THE SUBJECT REAL ESTATE IS LEGALLY DESCRIBED AS FOLLOWS:

P.I.N.: 22-19-300-011, & -015, and 22-30-100-013

PART OF LOT 221 IN SANITARY DISTRICT TRUSTEE'S SUBDIVISION OF THE RIGHT-OF-WAY OF THE SANITARY AND SHIP CANAL IN SECTION 19, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 1908 AS DOCUMENT NUMBER 4180218 AND

PART OF LOT 225 IN SANITARY DISTRICT TRUSTEE'S SUBDIVISION OF THE RIGHT-OF-WAY OF THE SANITARY AND SHIP CANAL IN SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 1908 AS DOCUMENT NUMBER 4180218

SAID PARCEL BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHEASTERLY CORNER OF LOT 225 (BEING THE COMMON CORNER WITH LOT 221 AND PARCEL B2; THEN SOUTH 21 DEGREES 37 MINUTES 25 SECONDS EAST PARALLEL TO AN EXISTING FENCE LINE 20.01 FEET TO A POINT WHICH IS 20.00 FEET PERPENDICULARLY DISTANT SOUTHEASTERLY OF THE NORTH LINE OF LOT 221 FOR THE POINT OF BEGINNING OF LEASE PARCEL; THENCE CONTINUING ALONG A PROLONGATION OF THE LAST DESCRIBED COURSE, 230.27 FEET TO A POINT WHICH IS 40.00 FEET PERPENDICULARLY DISTANT NORTHWESTERLY OF THE SOUTHERLY LINE OF LOT 225; THENCE NORTH 60 DEGREES 48 MINUTES 31 SECONDS EAST ALONG A LINE WHICH IS 40.00 FEET NORTHWESTERLY OF (AS MEASURED AT RIGHT ANGLES THERETO) THE SOUTHERLY LINE OF LOTS 225 AND 221, 1011.72 FEET THENCE NORTH 23 DEGREES 29 MINUTES 39 SECONDS WEST AT RIGHT ANGLES TO THE NORTH LINE OF LOT 221, 1276.05 FEET TO A POINT ON SAID NORTH LINE OF LOT 221; THENCE SOUTH 66 DEGREES 39 MINUTES 21 SECONDS WEST, 1000.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS SAID PARCEL CONTINUING NORTHERN 4.10 ACRES MORE OR LESS.