

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial Banking - Morton  
Grove  
6201 W. Dempster Avenue  
Morton Grove, IL 60053



Doc#: 0428813011  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 10/14/2004 08:28 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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

# 4219933

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Stella Periaswamy - #13086  
MB Financial Bank, N.A.  
1200 N. Ashland Avenue  
Chicago, IL 60622

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated September 14, 2004, is made and executed between Schuman Corp., whose address is 21 Chicory Lane, Riverwoods, IL 60015 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6201 W. Dempster Avenue, Morton Grove, IL 60053 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 2, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Mortgage and Assignment of Rents Recorded August 19, 2002 as Document Nos. 0020905827 and 0020905828, respectively .**

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

**PARCEL 1:**

THE SOUTH 287 FEET OF THE EAST 200 FEET LYING WEST OF AND ADJOINING THE WEST LINE OF HILLSIDE AVENUE (EXCEPT THEREFROM THE SOUTH 133 OF THE EAST 150 FEET AND EXCEPT THE NORTH 100 FEET OF THE EAST OF THE EAST 150 FEET) OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

COMMENCING AT A POINT 30 FEET WEST AND 33 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING AT THE INTERSECTION OF THE WEST LINE OF HILLSIDE AVENUE AND THEN NORTH LINE OF HARRISON STREET; THENCE NORTH ALONG THE WEST LINE OF HILLSIDE AVENUE 100 FEET; THENCE WEST AT RIGHT ANGLES WITH SAID WEST LINE OF HILLSIDE AVENUE 150 FEET; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF HILLSIDE AVENUE TO THE NORTH LINE OF HARRISON STREET; THENCE EAST ALONG THE NORTH LINE OF

57  
04  
6-  
M  
JH

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

HARRISON STREET TO THE POINT BEGINNING, SITUATED IN THE CITY OF HILLSIDE IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 5000-12 Harrison, Hillside, IL 60120. The Real Property tax identification number is 15-18-229-029-0000, 15-18-229-028-0000 and 15-18-229-026-0000

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

The maturity date of the loan has been extended to September 14, 2029. The Interest Rate is hereby modified to LIBOR Quarterly + 2.35 Basis Points; Floating. The principal amount to the loan has been increased from \$1,615,994.23 to \$1,696,000.00, effective September 14, 2004. 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.


**CROSS COLLATERALIZATION.** In addition to the Note, this Agreement secures the following described additional indebtedness: Any obligators for indebtedness pursuant to any guaranty, loan documents or collateral documents executed by Guaranty shall constitute collateral for all indebtedness of Guarantor to Lender whether said indebtedness is now existing or hereinafter arising.

**CROSS DEFAULT.** Borrower will be in default if borrower breaks any promise borrower has made to Lender, or borrower fails to comply with or to perform when due any other term, obligation, covenant or condition contained in their Note(s) or any agreement related to their Note(s), or in any other agreement or loan borrower has with Lender.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 14, 2004.**

**GRANTOR:**

**SCHUMAN CORP.**

By:   
Kevin Schuman, President of Schuman Corp.

By:   
Russell Schuman, Chairman of Schuman Corp.



# UNOFFICIAL COPY

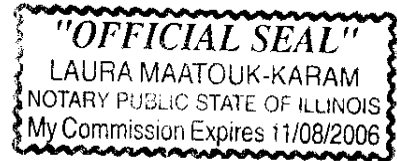
## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

On this 14<sup>th</sup> day of September, 2004 before me, the undersigned Notary Public, personally appeared Ronald Calandara 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 Laura Maatouk-Karam Residing at Morton Grove  
 Notary Public in and for the State of Illinois  
 My commission expires 11/08/06



*County Clerk's Office*