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PREPARED BY:
Doreen Hall-Barber

WHEN RECORDED RETURN TO:

Commercial Loan Services
IL1-1146, obligor 9711996669
120 South LaSalle Street
Chicago, IL 60603

9711 996669



0433414127

Doc#: 0433414127
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 11/29/2004 02:22 PM Pg: 1 of 4

STEWART TITLE OF ILLINOIS
2 N. LaSALLE STREET
SUITE 1920
CHICAGO, IL 60602

Acc#

Property of Cook County Clerk's Office

BANK ONE.

Mortgage Amendment

1951^{NC}

This Mortgage Amendment (the "Amendment") is dated as of October 7, 2004, between Wiscon Corp., whose address is 1931 North 15th Avenue, Melrose Park, IL 60160 (the "Mortgagor"), and Bank One, NA, with its main office in Chicago, IL, as successor to American National Bank and Trust Company of Chicago, whose address is 1 Bank One Plaza, Chicago, IL 60670, and its successors and assigns (the "Mortgagee").

The Mortgagor has previously executed and delivered to the Mortgagee a Mortgage (the "Mortgage") and Assignment of Rents and Leases (the "Assignment"), each dated February 9, 1999 and recorded on February 11, 1999 as Document Numbers 99148198 and 99148199, respectively, Cook County Records (each as amended and replaced from time to time). The Mortgage and Assignment encumber the real property, and all the buildings, structures and improvements on it, described as:

Located in the Town of Melrose Park, County of Cook, State of Illinois:

See Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes Intended,

(the "Premises").

Commonly known as 1945 North 15th Avenue, Melrose Park, Illinois 60160,
Tax Parcel Identification No. 12-34-404-035-0000 Volume 71.

The Mortgage and Assignment secure the Notes (as defined in the Mortgage), including, without limitation, the extension of credit evidenced by: (i) an Installment Note (Secured), dated February 9, 1999, payable by Wiscon Corp. to the Mortgagee, in the original principal sum of Seven Hundred Fifty-Two Thousand and 00/100 Dollars (\$752,000.00) (the "Original Extension of Credit") and (ii) a Line of Credit Note, dated April 8, 2004, payable by Wiscon Corp. to the Mortgagee, in the original principal sum of Eight Hundred Fifteen Thousand and 00/100 Dollars (\$815,000.00) (Note 2) (collectively the "Notes").

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Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

1. The Mortgage and Assignment are amended to also secure the repayment of an additional extension of credit evidenced by a Line of Credit Note, dated October 7, 2004, payable from Wiscon Corp. to the Mortgagee in the original principal sum of Eight Million and 00/100 Dollars (\$8,000,000.00) (Note 3), including all other amendments, modifications, extensions, renewals or replacement thereof.
2. The Mortgage and Assignment continues to secure the Notes and shall also secure Note 3; therefore, the maximum principal sum of the Liabilities shall not exceed Nine Million Five Hundred Sixty-Seven Thousand and 00/100 Dollars (\$9,567,000.00).
3. The Mortgagor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Mortgagee are necessary or desirable to effect the intent of this Amendment.
4. Except as amended by this Amendment, all terms of the Mortgage are confirmed and ratified by the Mortgagor and the Mortgagee, as if they were fully set forth in this Amendment.
5. **Governing Law and Venue.** This Amendment is delivered in the State of Illinois and governed by Illinois law (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Illinois shall apply to the obligations and indebtedness secured by this Amendment. The Mortgagor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Mortgagee in any state or federal court located in the State of Illinois, as the Mortgagee in its sole discretion may elect. By the execution and delivery of this amendment, the Mortgagor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Mortgagor waives any claim that the State of Illinois is not a convenient forum or the proper venue for any such suit, action or proceeding.
6. **WAIVER OF SPECIAL DAMAGES.** THE MORTGAGOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE MORTGAGEE IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.
7. **JURY WAIVER.** THE MORTGAGOR AND THE MORTGAGEE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE MORTGAGOR AND THE MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE TO PROVIDE THE FINANCING DESCRIBED HEREIN.

Mortgagor:

Wiscon Corp.

By: 

Natale Caputo
Printed Name

President
Title

10/12/04

Mortgagee:

Bank One, NA, with its main office in Chicago, IL

By: 

Pamela G. Paradise
Printed Name

First Vice President
Title

Doreen Hall-Barber\IL000001013149182

UNOFFICIAL COPY**EXHIBIT "A"
PROPERTY DESCRIPTION****PARCEL 1:**

THAT PART OF LOTS 4, 7 AND 8 IN THE SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWN LEYDEN, COUNTY OF COOK, STATE OF ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 4, WHICH POINT IS 100 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO A POINT WHICH IS MIDWAY BETWEEN THE EAST LINE OF 15TH AVENUE AND THE WEST LINE OF GEORGE STREET; THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT WHICH IS MIDWAY BETWEEN THE EAST LINE OF 15TH AVENUE AND THE WEST LINE OF GEORGE STREET ON A LINE 241 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 4; THENCE WESTERLY ALONG A LINE 241 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 4 TO THE WEST LINE OF LOT 4; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 4 TO THE PLACE OF BEGINNING.

PARCEL 2:

THAT PART OF LOT 4 AND LOT 8 IN THE SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWN OF LEYDEN, COUNTY OF COOK AND STATE OF ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 4, WHICH POINT IS 241 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO A POINT WHICH IS MIDWAY BETWEEN THE EAST LINE OF 15TH AVENUE AND THE WEST LINE OF GEORGE STREET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 4, 24 FEET TO A POINT; THENCE WESTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO THE WEST LINE OF LOT 4; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 4, 24 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS: 1945 N. 15th Ave., Melrose Park, Illinois 60160-1402

PIN NUMBER(S): 12-34-404-035-000. VOLUME 71.

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ACKNOWLEDGMENT OF MORTGAGOR

State of ILLINOIS)
County of COOK) ss

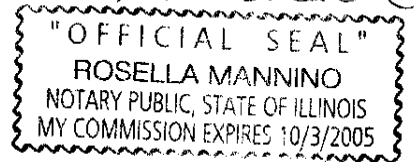
I, Rosella Mannino, a Notary Public in and for said County and State, certify that NATALE CAPUTO, a PRESIDENT of WISCON CORPORATION a(n) ILLINOIS CORPORATION and _____, a _____ of said _____, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such AMENDMENT and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said AMENDMENT _____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12TH day of OCTOBER, 2004

My Commission Expires: 10/31/2005, Notary Public

10/12/04

Rosella Mannino



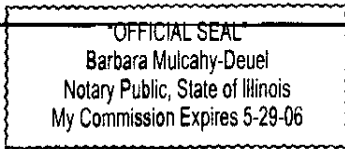
ACKNOWLEDGMENT OF MORTGAGEE

State of Illinois)
County of Cook) ss

I, BARBARA MULCAHY-DEUEL, a Notary Public in and for said County and State, certify that PADELA G. PARADIES, a 1ST VICE PRES. of BANK ONE _____, a _____ of said _____, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12 day of October, 2004

My Commission Expires: _____, Notary Public



Barbara Mulcahy-Deuel