

UNOFFICIAL COPY

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

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

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



Doc#: 0433634137
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 12/01/2004 12:55 PM Pg: 1 of 6

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by

Cary Harper
COSMOPOLITAN BANK AND TRUST
801 NORTH CLARK STREET
CHICAGO, IL 60610

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 1, 2004, is made and executed between Cosmopolitan Bank and Trust, not personally, but solely 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 N. 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 on July 23, 2002 in the Office of the Cook County Recorder of Deeds as Document Number 0020803244 and as modified by Modification of Mortgage dated May 7, 2004 and recorded on July 14, 2004 with the Cook County Recorder of Deeds as Document Number 0419626270.

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 the word Note shall be amended in its entirety 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, as amended and increased to \$3,000,000.00 by Change in Terms Agreement dated October 1, 2004; li) the Promissory Note between O.A.K.K. Construction Co Inc. and Cosmopolitan Bank and Trust dated August 10, 2000 in

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the original amount of \$60,000.00, as amended by Change in Terms Agreements dated November 10, 2000 and February 10, 2001, and as further amended and increased to \$400,000.00 by Change in Terms Agreements dated September 14, 2001, March 31, 2002, June 30, 2002, June 30, 2003 and October 1, 2003, and as further amended and increased to \$750,000.00 and \$1,000,000.00 by Change in Terms Agreements dated May 7, 2004 and October 1, 2004, respectively; and iii) the 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 amended by Change in Terms Agreements dated November 10, 2000 and February 10, 2001, and as further amended and increased to \$200,000.00 by Change in Terms Agreements dated September 14, 2001, March 31, 2002, June 30, 2002, June 30, 2003, October 1, 2003 and October 1, 2004, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes.

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 OCTOBER 1, 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

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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

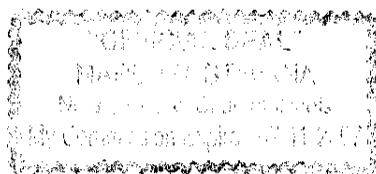
SS

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 29th day of November A.D., 2004.

[Signature]
NOTARY PUBLIC



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MODIFICATION OF MORTGAGE (Continued)

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LENDER:

X Matthew W. Markley
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared **Todd W. Cordell, V.P./Trust Officer and 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**, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

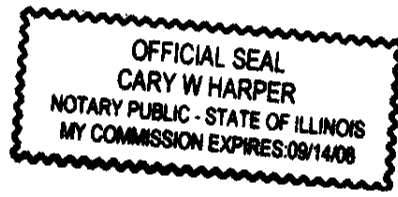
STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this 26th day of November, 2004 before me, the undersigned Notary Public, personally appeared Matthew W. Marley and known to me to be the Comm'l 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 Cary W. Harper Residing at 1929 Harrison St.
Evanson, IL 60201

Notary Public in and for the State of Illinois

My commission expires 9.14.08



Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT "A"****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 ½ 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 ½ 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)
6120 S. Archer Avenue, Summit, Illinois 60501