

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.,  
successor in interest to First  
National Bank of Morton Grove  
Commercial Banking - Morton  
Grove  
6201 W. Dempster Avenue  
Morton Grove, IL 60053



Doc#: 0501204133  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 01/12/2005 11:19 AM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

MB Financial Bank, N.A.  
Loan Documentation  
6111 N. River Rd.  
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Doc. Specialist (ol) Trans #11969  
MB Financial Bank, N.A.  
6111 N. River Road  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE

①

8025-020 SICTI

THIS MODIFICATION OF MORTGAGE dated October 25, 2004, is made and executed between Kinzie Building Company, L.L.C., an Illinois Limited Liability Company, whose address is 415 North Aberdeen Street, Chicago, IL 60622 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to First National Bank of Morton Grove, 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 October 25, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded October 30, 2002 as Document Nos. 0021197578 and 0021197579; Modified by Modification of Mortgage dated October 25, 2003 and recorded on December 19, 2003 as Document No. 0335301058; Further Modified by Modification of Mortgage dated April 25, 2004 and Recorded June 22, 2004, as Document Number 0417406144, respectively.

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

PARCEL 2: (COMMONLY KNOWN AS 413-419 N. ABERDEEN STREET, CHICAGO, IL 60622)

LOTS 12 AND 13 IN BLOCK 6 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (PERMANENT INDEX NO. 17-08-256-004-0000)

PARCEL 3: (COMMONLY KNOWN AS 413-419 N. ABERDEEN STREET, CHICAGO, IL 60622)

LOT 14 IN BLOCK 6 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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PARCEL 5: (COMMONLY KNOWN AS 1044 W. KINZIE STREET, CHICAGO, IL 60622)

THE WEST 1/2 OF LOT 8 AND ALL OF LOT 9 AND THE EAST 1/2 OF LOT 10 IN BLOCK 6 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (PERMANENT INDEX NO. 17-08-256-011-0000)

PARCEL 4 AND PARCEL 6 AND PARCEL 7: (COMMONLY KNOWN AS 416 N. CARPENTER STREET, CHICAGO, IL 60622)

THE SOUTH 10 FEET OF LOT 4 AND NORTH 1/2 OF LOT 5 IN BLOCK 6 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (PERMANENT INDEX NO. 17-08-256-006-0000)

(AND)

THE NORTH 30 FEET OF LOT 4 IN BLOCK 6 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (PERMANENT INDEX NO. 17-08-256-005-0000)

(AND)

THE SOUTH 1/2 OF LOT 5 IN BLOCK 6 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (PERMANENT INDEX NO. 17-08-256-007-0000)

The Real Property or its address is commonly known as 413-419 N. Aberdeen Street; 1044 W. Kinzie Street and 416 N. Carpenter Street, Chicago, IL 60622. The Real Property tax identification number is 17-08-256-004-0000; 17-08-256-002-0000; 17-08-256-006-0000; 17-08-256-011-0000; 17-08-256-005-0000; 17-08-256-007-0000

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

**Mortgage and Assignment of Rents are Cross-collateralized and Cross-defaulted for the following:**

Promissory Note dated October 25, 2004 in the principal amount of \$1,000,000.00 from Kinzie Building Company, L.L.C.

Promissory Note dated December 21, 2004 in the principal amount of \$697,500.00 from Kinzie Building Company, L.L.C.

Together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Promissory Notes or Agreements

The maturity date of the Note has been extended to October 25, 2005. The Original principal amount of the Note has been decreased from \$1,400,000.00 to \$1,000,000.00. The Maximum Lien amount shall not exceed \$2,000,000.00. All other terms and provisions of the related 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 endorser 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

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## MODIFICATION OF MORTGAGE

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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 OCTOBER 25, 2004.**

GRANTOR:

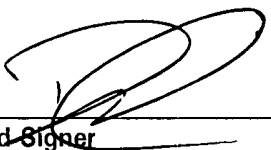
KINZIE BUILDING COMPANY, L.L.C.

By: 

Thomas P. Owens, Manager of Kinzie Building Company, L.L.C.

LENDER:

MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO FIRST NATIONAL BANK OF MORTON GROVE

X   
Authorized Signer

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

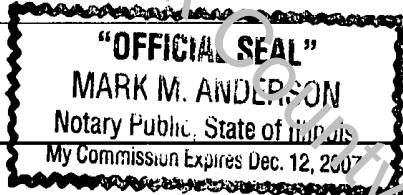
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 27th day of December, 2004 before me, the undersigned Notary Public, personally appeared **Thomas P. Owens, Manager of Kinzie Building Company, L.L.C.**, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Mark M. Anderson Residing at 2335 Mo Hawk Lane  
Stemmer, IL 60026

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



Clerk's Office

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### LENDER ACKNOWLEDGMENT

STATE OF IL )

) SS

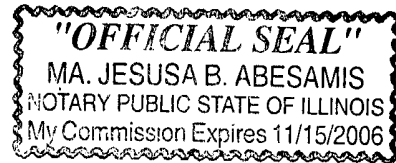
COUNTY OF COOK )

On this 29th day of December, 2004 before me, the undersigned Notary Public, personally appeared Ron Catalandra 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 Ma. Jesusa B. Abesamis Residing at Morton Grove

Notary Public in and for the State of IL

My commission expires 11/15/06



Notary Public of Cook County Clerk's Office