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Doc#: 0501940032
Eugene "Gene" Moore Fee: \$40.00
Cook County Recorder of Deeds
Date: 01/19/2005 07:39 AM Pg: 1 of 9

WHEN RECORDED MAIL TO:

LABE BANK
Main Branch
4343 N. Elston Ave.
Chicago, IL 60641

FOR RECORDER'S USE ONLY

REI TITLE SERVICES # 814/301

This Modification of Mortgage prepared by:

Mary Makhlof
LABE BANK
4343 N. Elston Ave.
Chicago, IL 60641

Note#111



BOX 169

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 1, 2004, is made and executed between Martin J. Drechen, not personally but as Trustee on behalf of Martin J. Drechen u/t/a dated October 24, 2003 and known as trust number 102400-2 (referred to below as "Grantor") and LABE BANK, whose address is 4343 N. Elston Ave., Chicago, IL 60641 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 31, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage Recorded on April 07, 2000 with the Cook County Recorder of Deeds as Document Number 00245540.

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

LOTS 1 AND 2 IN BLOCK 7 IN COBE AND MCKINNON 63RD ST KEDZIE AVENUE SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6000-02 S. Whipple Street, Chicago, IL 60629. The Real Property tax identification number is 19-13-310-021-0000.

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

Extend Maturity date to December 5, 2005.

The Maximum Lien provision of said Mortgage shall be amended and restated as follows:

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sum advanced to protect the security of Mortgage, exceed \$430,000.00.

The definition of the Note secured by said Mortgage shall be amended and restated as follows:

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Note. The word "Note" means the Change in Terms Agreement ("Agreement") dated December 7, 2004 in the original principal amount of \$215,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitution for the Agreement.

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, CROSS DEFAULT AND REMEDIES.

a. Cross Collateralization. The "Real Property" (which shall be the "Real Property" as that term is defined herein, together with the "Real Property" as that term is defined in certain Mortgages dated NOVEMBER 1, 1999, MARCH 31, 2000 and DECEMBER 7, 2001 ("LINE OF CREDIT Mortgages") encumbering certain real properties commonly known as 2915-17 W. ARMITAGE, CHICAGO, ILLINOIS 60647, 6101-03 S. WHIPPLE, CHICAGO, ILLINOIS 60621, 3200-06 W. FULTON / 3200-12 KEDZIE, CHICAGO, ILLINOIS 60624, 6000-02 S. WHIPPLE STREET, CHICAGO, ILLINOIS 60629, 2928 W. MONROE, CHICAGO, ILLINOIS 60612, 1913 S. CICERO, CICERO, ILLINOIS 60804 and legally described on Exhibit B attached hereto and made a part hereof ("LINE OF CREDIT Properties"), given as security for the certain Promissory Note dated NOVEMBER 1, 1999 given by Grantor to Lender in the original amount of \$35,000.00 ("LINE OF CREDIT Note") as security for a \$215,000.00 loan ("LINE OF CREDIT Loan"), as well as other documents evidencing or securing the LINE OF CREDIT Loan including Change of Terms and Modifications now or hereafter entered into (collectively, "LINE OF CREDIT Loan Documents"); and

"Real Property", as that term is defined in that certain Mortgage dated JULY 2, 2001 ("ARMITAGE Mortgage") encumbering that certain real property commonly known as 2915-17 W. ARMITAGE, CHICAGO, ILLINOIS 60647, as legally described on Exhibit B attached hereto and made a part hereof ("ARMITAGE Property"), which is being given as security for that certain Promissory Note dated JULY 2, 2001 given by Grantor to Lender in the amount of \$348,750.00 ("ARMITAGE Note") as security for a \$348,750.00 loan ("ARMITAGE Loan"), as well as other documents evidencing or securing the ARMITAGE Loan including Change of Terms and Modifications now or hereafter entered into (collectively, "ARMITAGE Loan Documents"); and

"Real Property", as that term is defined in that certain Mortgage dated SEPTEMBER 15, 1998 ("6101 WHIPPLE Mortgage") encumbering that certain real property commonly known as 6101-03 S. WHIPPLE, CHICAGO, ILLINOIS 60621, as legally described on Exhibit B attached hereto and made a part hereof ("6101 WHIPPLE Property"), which is being given as security for that certain Promissory Note dated SEPTEMBER 15, 1998 given by Grantor to Lender in the amount of \$152,000.00 ("6101 WHIPPLE Note") as security for a \$152,000.00 loan ("6101 WHIPPLE Loan"), as well as other documents evidencing or securing the 6101 WHIPPLE Loan including Change of Terms and Modifications now or hereafter entered into (collectively, "6101 WHIPPLE Loan Documents"); and

"Real Property", as that term is defined in that certain Mortgage dated DECEMBER 18, 2004 ("FULTON / KEDZIE Mortgage") encumbering that certain real property commonly known as 3200-06 W. FULTON / 3200-12 KEDZIE, CHICAGO, ILLINOIS 60624, as legally described on Exhibit B attached hereto and made a part hereof ("FULTON / KEDZIE Property"), which is being given as security for that certain Promissory Note dated DECEMBER 18, 2004 given by Grantor to Lender in the amount of \$315,000.00 ("FULTON / KEDZIE Note") as security for a \$315,000.00 loan ("FULTON / KEDZIE Loan"), as well as other documents evidencing or securing the FULTON / KEDZIE Loan including Change of Terms and Modifications now or hereafter entered into

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MODIFICATION OF MORTGAGE

Loan No: Note 111

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(collectively, "FULTON / KEDZIE Loan Documents"); and

"Real Property", as that term is defined in that certain Mortgage dated NOVEMBER 1, 1999 ("6000 WHIPPLE Mortgage") encumbering that certain real property commonly known as 6000-02 S. WHIPPLE STREET, CHICAGO, ILLINOIS 60629, as legally described on Exhibit B attached hereto and made a part hereof ("6000 WHIPPLE Property"), which is being given as security for that certain Promissory Note dated NOVEMBER 1, 1999 given by Grantor to Lender in the amount of \$170,000.00 ("6000 WHIPPLE Note") as security for a \$170,000.00 loan ("6000 WHIPPLE Loan"), as well as other documents evidencing or securing the 6000 WHIPPLE Loan including Change of Terms and Modifications now or hereafter entered into (collectively, "6000 WHIPPLE Loan Documents"); and

"Real Property", as that term is defined in that certain Mortgage dated DECEMBER 7, 2004 ("MONROE Mortgage") encumbering that certain real property commonly known as 2828 W. MONROE, CHICAGO, ILLINOIS 60612, as legally described on Exhibit B attached hereto and made a part hereof ("MONROE Property"), which is being given as security for that certain Promissory Note dated DECEMBER 7, 2004 given by Grantor to Lender in the amount of \$142,000.00 ("MONROE Note") as security for a \$142,000.00 loan ("MONROE Loan"), as well as other documents evidencing or securing the MONROE Loan including Change of Terms and Modifications now or hereafter entered into (collectively, "MONROE Loan Documents"); and

"Real Property", as that term is defined in that certain Mortgage dated MARCH 4, 2003 ("MAYWOOD Mortgage") encumbering that certain real property commonly known as PROPERTY 7 COMMON ADDRESS, as legally described on Exhibit B attached hereto and made a part hereof ("MAYWOOD Property"), which is being given as security for that certain Promissory Note dated MARCH 4, 2003 given by Grantor to Lender in the amount of \$118,000.00 ("MAYWOOD Note") as security for a \$118,000.00 loan ("MAYWOOD Loan"), as well as other documents evidencing or securing the MAYWOOD Loan including Change of Terms and Modifications now or hereafter entered into (collectively, "MAYWOOD Loan Documents"); and

"Real Property", as that term is defined in that certain Mortgage dated MAY 22, 2000 ("WARREN Mortgage") encumbering that certain real property commonly known as 3054 W. WARREN, BOULEVARD, CHICAGO, ILLINOIS 60612, as legally described on Exhibit B attached hereto and made a part hereof ("WARREN Property"), which is being given as security for that certain Promissory Note dated MAY 22, 2000 given by Grantor to Lender in the amount of \$87,500.00 ("WARREN Note") as security for a \$87,500.00 loan ("WARREN Loan"), as well as other documents evidencing or securing the WARREN Loan including Change of Terms and Modifications now or hereafter entered into (collectively, "WARREN Loan Documents"); and

"Real Property", as that term is defined in that certain Mortgage dated NOVEMBER 3, 1999 ("ROCKFORD Mortgage") encumbering that certain real property commonly known as 2930 CHATHAM LANE, ROCKFORD, ILLINOIS 61101, as legally described on Exhibit B attached hereto and made a part hereof ("ROCKFORD Property"), which is being given as security for that certain Promissory Note dated NOVEMBER 3, 1999 given by Grantor to Lender in the amount of \$92,000.00 ("ROCKFORD Note") as security for a \$92,000.00 loan ("ROCKFORD Loan"), as well as other documents evidencing or securing the ROCKFORD Loan including Change of Terms and Modifications now or hereafter entered into (collectively, "ROCKFORD Loan Documents").

"ARMITAGE Loan Documents", "6101 WHIPPLE Loan Documents", "FULTON / KEDZIE Loan Documents", "ROCKFORD Loan Documents"; and

"Real Property", as that term is defined in that certain Mortgage dated March 31, 2000 ("CICERO Mortgage") encumbering that certain real property commonly known as 1913 S. CICERO, CICERO, ILLINOIS 60804, as legally described on Exhibit B attached hereto and made a part hereof ("CICERO Property"), which is being given as security for that certain Note dated MARCH 31, 2000 given by Grantor to Lender in the amount of \$130,000.00 ("CICERO Note") as security for a \$130,000.00 loan ("CICERO Loan"), as well as other documents evidencing or securing the CICERO Loan including Change of Terms and Modifications now or hereafter entered into (collectively, "CICERO Loan Documents"); and

b. Cross Default. Grantor's principals have entered into one or more Loan Agreements with Lender dated as of NOVEMBER 1, 1999, JULY 2, 2001, SEPTEMBER 15, 1998, DECEMBER 18, 2004, NOVEMBER 1, 1999, DECEMBER 7, 2004, MARCH 4, 2003, MAY 22, 2000, NOVEMBER 3, 1999 and NOVEMBER 1, 1999 as evidenced by the LINE OF CREDIT Note, ARMITAGE Note, 6101 WHIPPLE Note, FULTON / KEDZIE Note, 6000 WHIPPLE Note, MONROE Note, MAYWOOD Note, WARREN Note, CICERO Note and ROCKFORD Note and secured by the LINE OF CREDIT Mortgages, ARMITAGE Mortgage, 6101 WHIPPLE

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GRANTOR:

X Martin J. Drechen, Trustee
 Authorized Signer for Martin J. Drechen u/a dated October 24,
 2003 and known as trust number 102400-2

LENDER:

LABE BANK

X William D. Bolsinger, Jr.
 Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this 15th day of December, _____ before me, the undersigned Notary Public, personally appeared _____

, and known to me to be (an) authorized trustee(s) or agent(s) 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 he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Fabiola Lozano

Residing at 7851 S. Kostner, Chicago, IL 60625

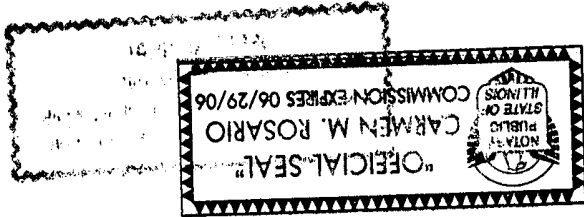
Notary Public in and for the State of _____

My commission expires 10/21/08

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Property of Cook County

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By Carmen M. Rosario Notary Public in and for the State of Illinois
Residing at Chicago
My commission expires 6/29/06

On this 1st day of November, 2007, before me, the undersigned Notary Public, personally appeared William Bolzen and known to me to be the MC 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.

STATE OF Illinois
COUNTY OF Cook

LENDER ACKNOWLEDGMENT

UNOFFICIAL COPY**EXHIBIT (B)**

Property Address: 2915-17 W. Armitage, Chicago IL 60647
 Tax ID#: 13-36-305-003-0000.

Legal Description:

LOTS 1 AND 2 IN ESTATE OF POLLY DEVLOP SUBDIVISION OF LOTS 23 AND 24 IN BLOCK 3 IN HANSBOROUGH AND HESS' SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM SAID LOTS 1 AND 2 SO MUCH OF SAME AS LIES WITHIN THE BOUNDARIES OF THE EAST 1 VIGINTILLONTH PART OF LOTS 23 AND 24 IN THE EAST 1/1001 PART OF LOT 24 IN BLOCK 3 IN HANSBOROUGH AND HESS SUBDIVISION AFORESAID), IN COOK COUNTY, ILLINOIS.

Property Address: 6101-03 S. Whipple, Chicago IL 60621
 Tax ID#: 19-13-319-001-0000.

Legal Description:

LOTS 39 AND 40 IN BLOCK 9 IN COBE AND MCKINNON'S 63RD STREET AND KEDZIE AVENUE SUBDIVISION OF THE WEST OF THE SOUTH WEST OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 3200-06 W. Fulton / 3200-12 Kedzie, Chicago IL 60624
 Tax ID#: 16-11-405-088-0000.

Legal Description:

LOTS 1,2,3 AND 4 IN THE SUBDIVISION OF THE SOUTH ½ OF BLOCK 6 IN TYRELL, BARTLETT AND KERFOOT'S SUBDIVISION OF THAT PART LYING NORTH OF LAKE STREET OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Property Address: 6000-02 S. Whipple St, Chicago IL 60629
Tax ID#: 19-13-310-021-0000.

Legal Description:

LOTS 1 AND 2 IN BLOCK 7 IN COBE AND MCKINNON 63RD ST KEDZIE AVENUE SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 2828 W. Monroe, Chicago IL 60612
Tax ID#16-13-106-019-0000 / 16-13-106-020-0000.

Legal Description:

LOTS 23 AND 24 IN THE SUBDIVISION OF BLOCK 1 IN T.D. LOWTHER'S SUBDIVISION OF THAT PART OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{3}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 13 TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

Property Address: 1510 S. 5th Avenue, Maywood, IL 60153
Tax ID#:15-14-143-018-0000.

Legal Description:

THE NORTH 16 FEET 7 1/2 INCHES OF LOT 16 AND ALL OF LOT 17 IN BLOCK 171 IN MAYWOOD, A SUBDIVISION IN SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Property Address: 3054 W. Warren Blvd, Chicago IL 60612.
 Tax ID#: 16-12-325-022-0000.

Legal Description:

LOT 18 (EXCEPT THE EAST 1 ½ INCHES THEREOF) IN REED MINER'S SUBDIVISION IN THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

Property Address: 2930 Chatham Lane, Rockford, IL 61101
 Tax ID#: 11-10-204-001-0000.

Legal Description:

LOT TWENTY-NINE (29) AS DESIGNATED UPON THE PLAT OF EDWARD SCHMELING & SONS SUBDIVISION OF THE SMITH TRACT, ROCKFORD, ILLINOIS, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 26 OF PLATS ON PAGE 168 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS: SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

Property Address: 1913 S. Cicero, Cicero, IL 60804.
 Tax ID#: 16-22-304-005 & 16-22-304-006.

Legal Description:

LOTS 25 AND 26 IN CAREY'S SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.