

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Village Bank & Trust  
234 West Northwest Highway  
Arlington Heights, IL 60004



Doc#: 0515933224  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 06/08/2005 01:18 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

Village Bank & Trust  
234 West Northwest Highway  
Arlington Heights, IL 60004

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Christopher Henkel  
Village Bank & Trust  
234 West Northwest Highway  
Arlington Heights, IL 60004

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 18, 2005, is made and executed between HP & GZ Enterprises, LLC, An Illinois Limited Liability Company (referred to below as "Grantor") and Village Bank & Trust, whose address is 234 West Northwest Highway, Arlington Heights, IL 60004 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 18, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded by the Cook County Recorder on May 17, 2004 as document #0413833096.

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

See 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 4732 North River Road and 4753 North River Road, Schiller Park, IL 60176. The Real Property tax identification number is 12-15-100-014-0000 and 12-15-100-015-0000

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

**Increase in the Mortgage principal amount from \$1,200,000 to \$1,625,000.**

**CROSS COLLATERALIZATION:** This mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party as otherwise, and whether recovery upon such may be or hereafter may become otherwise unenforceable.

This Mortgage also secures Promissory Note to Lender a/k/a Loan Account 24987470 Note No. 70000.

BOX 333-CT

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5501918

Property of Cook County Clerk's Office

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**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

(Continued)

Loan No: 24987471

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**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 MARCH 18, 2005.**

GRANTOR:

HP &amp; GZ ENTERPRISES, LLC

By: 

Harry Psarros, Member of HP &amp; GZ Enterprises, LLC

By: 

George E. Zervos, Member of HP &amp; GZ Enterprises, LLC

LENDER:

VILLAGE BANK &amp; TRUST

X 

Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

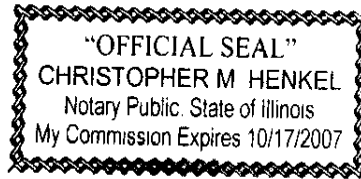
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 27<sup>th</sup> day of May, 2005 before me, the undersigned Notary Public, personally appeared **Harry Psarros, Member and George E. Zervos, Member of HP & GZ Enterprises, LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Christopher Residing at Arlington Heights

Notary Public in and for the State of Illinois

My commission expires 10/17/07



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

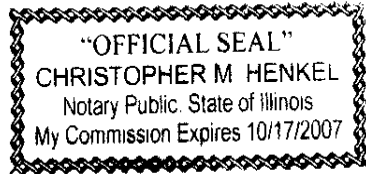
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 27<sup>th</sup> day of May, 2005 before me, the undersigned Notary Public, personally appeared Carl R. Andersen and known to me to be the 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 Christopher M. Henkel Residing at Arlington Heights

Notary Public in and for the State of Illinois

My commission expires 10/17/07



Notary Public of Cook County Clerk's Office

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**STREET ADDRESS:** 4732 & 4758 N. RIVER ROAD  
**CITY:** SCHILLER PARK      **COUNTY:** COOK  
**TAX NUMBER:** 12-15-100-014-0000

**LEGAL DESCRIPTION:****PARCEL 1:**

THAT PART OF THE NORTH 1/2 OF CYNTHIA ROBINSON'S TRACT, LYING WEST OF THE CENTER OF DES PLAINES RIVER ROAD, IN THE PARTITION OF THE NORTH SECTION OF ROBINSON'S RESERVATION, IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON A LINE 50 FEET WEST OF THE CENTER LINE OF SAID RIVER ROAD, AND 200 FEET SOUTH OF THE NORTH LINE OF SECTION 15, ALSO BEING THE CENTER OF LAWRENCE AVENUE; THENCE NORTHWESTERLY 23.62 FEET TO A POINT ON A LINE 190 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION; THENCE WEST ON LAST MENTIONED PARALLEL LINE, A DISTANCE OF 180 FEET TO A POINT 250 FEET WEST OF AND PARALLEL WITH THE CENTER OF SAID RIVER ROAD; THENCE SOUTH ON LAST MENTIONED PARALLEL LINE TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID CYNTHIA ROBINSON'S TRACT; THENCE EAST ON THE SOUTH LINE OF SAID TRACT, TO A POINT 50 FEET WEST OF THE CENTER LINE OF SAID RIVER ROAD; THENCE NORTH ALONG A LINE 50 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF RIVER ROAD TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THAT PART OF THE NORTH 1/2 OF CYNTHIA ROBINSON'S TRACT, LYING WEST OF THE CENTER OF DES PLAINES RIVER ROAD, IN THE PARTITION OF THE NORTH SECTION OF ROBINSON'S RESERVATION, IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 50 FEET SOUTH OF THE NORTH LINE OF SECTION 15, ALSO BEING THE CENTER LINE OF LAWRENCE AVENUE, AND 50 FEET WEST OF THE CENTER LINE OF RIVER ROAD; THENCE SOUTH ALONG A LINE 50 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF RIVER ROAD, A DISTANCE OF 150 FEET; THENCE NORTHWESTERLY A DISTANCE OF 23.62 FEET TO A POINT ON A LINE 190 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 15; THENCE WEST ON LAST MENTIONED PARALLEL LINE, A DISTANCE OF 180 FEET TO A POINT ON A LINE 250 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF RIVER ROAD; THENCE NORTH ON LAST MENTIONED PARALLEL LINE TO A POINT 50 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 15; THENCE EAST ON A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 15, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.