

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial Banking - Morton  
Grove  
6201 W. Dempster Avenue  
Morton Grove, IL 60053



Doc#: 0525635261 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/13/2005 09:04 AM Pg: 1 of 4

**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:**

John Sheahan # 17462  
MB Financial Bank, N.A.  
6111 N. River Road  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



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*80-25 020 J / CTI*  
**THIS MODIFICATION OF MORTGAGE** dated August 12, 2005, 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., 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, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of October 25, 2004 executed by Kinzie Building Company, L.L.C. ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on January 12, 2005 as document no. 0501204134 and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on January 12, 2005 as document no. 0501204135.

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

LOTS 6, 7 AND THE EAST 1/2 OF LOT 8 IN BLOCK 6 IN OGDEN'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 410 N. Carpenter Street, Chicago, IL 60622. The Real Property tax identification number is 17-08-256-009-0000.

**BOX 333-CTI**

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means individually and collectively, (i) that certain Promissory Note dated August 12, 2005 in the original principal amount of \$1,240,000.00 executed by Borrower payable to the order of Lender, and (ii) that certain Promissory Note dated December 21, 2004 in the original principal amount of \$697,500.00 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$3,875,000.00.

**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 AUGUST 12, 2005.**

**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.**

X 

Authorized Signer

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**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF

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COUNTY OF

Cook

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On this 18<sup>th</sup> day of August, 2005 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

MA. JESUSA B. ABESAMIS

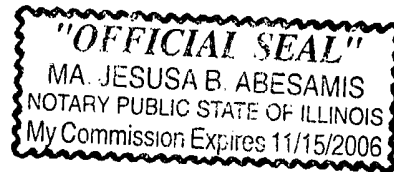
Residing at

Morton Grove

Notary Public in and for the State of

IL

My commission expires

11/15/06

Cook County Clerk's Office

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

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**LENDER ACKNOWLEDGMENT**

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On this 18th day of August, 2005 before me, the undersigned Notary Public, personally appeared Ron Calandra and known to me to be the VP, 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