

# UNOFFICIAL COPY



0531222033

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial Banking Div. 3  
800 W. Madison Street  
Chicago, IL 60607

Doc#: 0531222033 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/08/2005 11:25 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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



4219896

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Odaliz Lispier, Loan Doc. Specialist - Trans #18118  
MB Financial Bank, N.A.  
6111 N. River Road  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

**THIS MODIFICATION OF MORTGAGE** dated August 27, 2005, is made and executed between Chicago Spotlight, Inc. , whose address is 1658 W. Carroll Avenue, Chicago, IL 60612 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 800 W. Madison Street, Chicago, IL 60607 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 9, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 9, 2004 executed by Chicago Spotlight, Inc. ("Borrower") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on February 1, 2005 as document no. 0503214249, and Assignment of Rents of even date therewith executed by Borrower for the benefit of Lender, recorded on February 1, 2005 as document no. 0503214250; modified by Modification of Mortgage recorded June 27, 2005 as document no. 0517817155.

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

LOTS 6, 7, 8, 9, 10, AND THE WEST 10 FEET 6 7/8 INCHES OF LOT 11 IN J.M. WILSON'S SUBDIVISION OF THE NORTHWEST 1/4 OF BLOCK 33 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, 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 1658 W. Carroll Avenue, Chicago, IL 60612. The Real Property tax identification number is 17-07-403-005-0000; 17-07-403-006-0000; 17-07-403-007-0000; 17-07-403-008-0000; 17-07-403-009-0000 and 17-07-403-010-0000.

\$10.00  
yes  
yes  
CM

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

Loan No: 4219896

(Continued)

Page 2

**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 that certain Promissory Note dated as of August 27, 2005 in the original principal amount of \$675,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time

individually and collectively, (i) that certain Promissory Note dated June 16, 2005 in the original principal amount of \$450,000.00 executed by Borrower payable to the order of Lender, (ii) that certain Promissory Note dated September 9, 2004 in the original principal amount of \$196,153.48 executed by Borrower payable to the order of Lender, all as amended, supplemented modified or replaced from time to time.

**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.** In addition to the Note, this Agreement secures the following described additional indebtedness: Any obligations for indebtedness pursuant to any Guaranty, loan documents or collateral documents executed by Guarantor 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 AUGUST 27, 2005.**

**GRANTOR:**

**CHICAGO SPOTLIGHT, INC.**

By: 

Martin S. Lazarus, President of Chicago Spotlight, Inc.

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 4219896

Page 3

LENDER:

MB FINANCIAL BANK, N.A.

x Sean Kelley  
Authorized Signer

### CORPORATE ACKNOWLEDGMENT

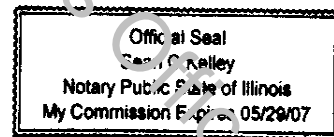
STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 27<sup>th</sup> day of September, 2005 before me, the undersigned Notary Public, personally appeared **Martin S. Lazarus, President of Chicago Spotlight, Inc.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Sean Kelley Residing at 800 West Madison

Notary Public in and for the State of Illinois

My commission expires 5/29/07



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 4219896

Page 4

### LENDER ACKNOWLEDGMENT

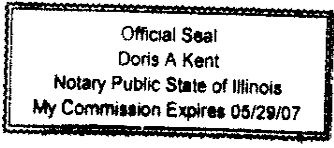
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 27th day of September, 2005 before me, the undersigned Notary Public, personally appeared Sean Kelly and known to me to be the True 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 Doris A Kent Residing at 800 W. Madison St

Notary Public in and for the State of ILLINOIS

My commission expires 5-29-07



Notary Public, State of Cook County Clerk's Office