

UNOFFICIAL COPY



Doc#: 0604033178 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/09/2006 10:23 AM Pg: 1 of 7

WHEN RECORDED MAIL TO:
LABE BANK
Main Branch
4343 N. Elston Ave.
Chicago, IL 60641

FOR RECORDER'S USE ONLY

R1146298

This Modification of Mortgage prepared by:
Mary Makhoulf Loan#0110064860
LABE BANK
4343 N. Elston Ave.
Chicago, IL 60641

CTIC-HE

7

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 5, 2005, is made and executed between Martin J. Drechen, not personally but as Trustee on behalf of Martin J. Drechen, dated October 24, 2000 and known as trust number 102400-1 (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 September 15, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage September 28, 1998 in the Cook County Recorder of Deeds as document number 98866916 & 98866917.

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

LOTS 39 AND 40 IN BLOCK 9 IN COBE AND MCKINNON'S 63RD STREET AND KEDZIE AVENUE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 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 6101-03 S. Whipple, Chicago, IL 60621. The Real Property tax identification number is 19-13-319-001-0000.

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

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 sums advanced to protect the security of Mortgage, exceed \$368,164.00.

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

Note. The word "Note" means the Change in Terms Agreement ("Agreement") dated December 05, 2005 in the original principal amount of \$184,082.00 from Borrower to Lender, together with all renewals of,

BOX 334 CTI

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 0110064860

(Continued)

Page 2

extensions of, modifications of, refinancings of, consolidations of, and substitution for the Agreement.

Extend Maturity date to December 05, 2005

CROSS COLLATERALIZATION, CROSS DEFAULT AND REMEDIES.

a. Cross Collateralization. The "Total 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, 2828 W. MONROE, CHICAGO, ILLINOIS 60612, 1913 S. CICERO, CHICAGO, ILLINOIS 60804 and legally described on Exhibit B attached hereto and made a part hereof ("LINE OF CREDIT Properties"), given as security for that 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 (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

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 0110064860

(Continued)

Page 3

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 1513 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

(collectively, "Other Loan Documents") shall secure to Lender the payment of the Indebtedness and the performance of the covenants and agreements set forth in this Mortgage, the Related Documents and the Other Loan Documents, all of which are secured to Lender by this Mortgage without apportionment or allocation of any part or portion of the Property and without apportionment or allocation of any part or portion of the Total Property. Grantor acknowledges that Lender may record this Mortgage against the Total Property, which shall include all property which is given by Grantor as security under the Other 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 Mortgage, FULTON / KEDZIE Mortgage, 6000 WHIPPLE Mortgage, MONROE Mortgage, MAYWOOD Mortgage, WARREN Mortgage, CICERO Mortgage and ROCKFORD Mortgage encumbering LINE OF CREDIT Properties, ARMITAGE Property, 6101 WHIPPLE Property, FULTON / KEDZIE Property, 6000 WHIPPLE Property, MONROE Property, MAYWOOD Property, WARREN Property, CICERO Property and ROCKFORD Property (collectively, "Other Loans"). As a material inducement to Lender, Grantor has agreed to cross-collateralize and cross-default said Other Loans with the Loan secured by this Mortgage. Upon (a) the

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 0110064860

(Continued)

Page 4

occurrence of a default under this Mortgage or any of the other Related Documents, or (b) the occurrence of a default under the Other Loan Documents, then in any such event, the Lender may declare all of the principal, interest and other sums which may be outstanding under the Note and/or Related Documents and with respect to the Other Loans to be immediately due and payable without further demand, and the Lender may exercise any and all rights and remedies provided in any of this Mortgage, the Related Documents, or any Other Loan Document, whether or not the Lender exercises its right to accelerate the Indebtedness secured by this Mortgage and the Related Documents, or the Indebtedness secured to the Lender by any of the Other Loan Documents.

c. Selection of Remedies. In addition to the rights and remedies provided to Lender elsewhere in this Mortgage, upon the breach of any covenant or agreement of this Mortgage, the Related Documents or the Other Loan Documents, Lender shall be allowed to enforce the payment of the Indebtedness and performance of the Grantor's obligations hereunder, and to exercise all of the rights, remedies and powers provided under this Mortgage or any of the Related Documents, or the Other Loan Documents, or any of them, or under any provision of law, in one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Lender in its sole and absolute discretion. Lender may enforce its rights against any one or more parcel of the Total Property in such order and manner as the Lender may elect in its sole and absolute discretion. The enforcement of this Mortgage, any of the Related Documents, or any of the Other Loan Documents against any one or more parcel of the Total Property, whether by court action, or otherwise, shall not constitute an election of remedies, and shall not prejudice or in any way limit or preclude the enforcement of this Mortgage, the Related Documents, or the Other Loan Documents, or any of them, through one or more additional proceedings. No judgment obtained by Lender in any one or more enforcement proceedings shall merge the debt secured hereby into such judgment, and all of such debt which shall remain unpaid shall be a continuing obligation of Grantor, not merged into any such judgment. This Mortgage shall secure to Lender the repayment of any amount which Grantor may owe to Lender, including without limitation the amount of any judgment, together with any interest thereon, which may be rendered in connection with the enforcement of the Note or the Related Documents, or any of the Other Loan Documents. Grantor waives and relinquishes any and all rights it may have, whether at law or equity, to require Lender to proceed to enforce or exercise any rights, powers or remedies Lender may have under this Mortgage, the Related Documents, or the Other Loan Documents in any particular manner or order. Lender may bring any action or proceeding, including without limitation foreclosure through judicial proceedings in state or federal courts, and such proceeding may relate to all or any part of the Total Property without regard to the fact that any one or more prior or contemporaneous proceedings have been commenced elsewhere with respect to the same or any other part of the Total Property.

d. Waiver of Marshaling. Lender shall have the right to determine the order in which any of all of the Total Property shall be subjected to the remedies provided in this Mortgage, any of the Related Documents and the Other Loan Documents or applicable law. Lender shall have the right to determine the order in which any of the Indebtedness is satisfied from the proceeds realized upon the exercise of such remedies. Grantor and any party who now has or may in the future have a security or other interest in any of the Total Property waives any and all right to require the marshaling of assets or to require that any of the Total Property be sold in the inverse order of alienation, or that any of the Total Property be sold in parcels, or as an entirety, or in any combination, in connection with the exercise of any of the remedies permitted by applicable law, this Mortgage, any of the Related Documents or any of the Other Loan Documents.

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

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)


Loan No: 0110064860

Page 5

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.

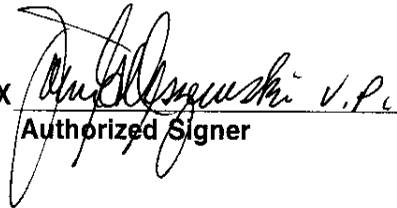
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 5, 2005.

GRANTOR:

X 
Martin J. Drechen, Trustee of Martin J. Drechen, dated October 24, 2000 and known as trust number 102400-1 under the provisions of a Trust Agreement dated October 24, 2000

LENDER:

LABE BANK

X 
Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 0110064860

Page 6

TRUST ACKNOWLEDGMENT

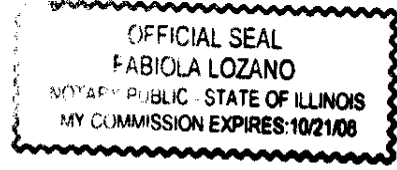
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 6th day of December, 2005 before me, the undersigned Notary Public, personally appeared **Martin J. Drechen, Trustee of Martin J. Drechen, dated October 24, 2000 and known as trust number 102400-1**, and known to me to be an authorized trustee or agent 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Fabiola Lozano Residing at 7856 S. KOSIOWA AVE
Chicago, IL 60652

Notary Public in and for the State of Illinois

My commission expires 10/21/08



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 0110064860

Page 7

LENDER ACKNOWLEDGMENT

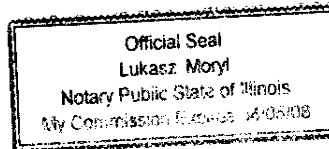
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 5th day of December, 2005 before me, the undersigned Notary Public, personally appeared JOHN OLSZEWSKI 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 Lekese Keefe Residing at Cook County

Notary Public in and for the State of Illinois

My commission expires 2/5/08



Cook County Clerk's Office