

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Mount Prospect National Bank  
50 North Main Street  
Mount Prospect, IL 60056



Doc#: 0613933005 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/19/2006 07:22 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Mount Prospect National Bank  
50 North Main Street  
Mount Prospect, IL 60056

**SEND TAX NOTICES TO:**

722459 - ZC  
654884

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Ella Siptrott, Loan Operations  
Mount Prospect National Bank  
50 North Main Street  
Mount Prospect, IL 60056

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 9, 2006, is made and executed between KVM Development, L.L.C. (referred to below as "Grantor") and Mount Prospect National Bank, whose address is 50 North Main Street, Mount Prospect, IL 60056 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 6, 2005 (the "Mortgage") which has been recorded in Lake County County, State of Illinois, as follows:

Recorded February 3, 2006 in the Lake County Recorders Office as Document #5940873.

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

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 21, AND OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 9. EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS. COMMENCING AT A POINT IN THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF STATE HIGHWAY COMMONLY KNOWN AS NORTHWEST HIGHWAY, 670.08 FEET SOUTHEASTERLY OF ITS INTERSECTION WITH THE CENTER LINE OF KELSEY ROAD AS MEASURED ALONG SAID NORTHEASTERLY LINE OF THE RIGHT OF WAY; THENCE NORTHEASTERLY OF A LINE DRAWN, PARALLEL TO THE CENTERLINE OF KELSEY ROAD A DISTANCE OF 833.93 FEET TO AN INTERSECTION WITH A LINE 400 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 21; THENCE EAST ON SAID PARALLEL LINE A DISTANCE OF 160.52 FEET, MORE OR LESS. TO A POINT 544.7 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST. 1/4 OF SAID SECTION 21; THENCE SOUTH PARALLEL EAST LINE OF THE WEST 1/2 OF THE SOUTH. EAST 1/4 OF SAID SECTION 21, A DISTANCE OF 400 FEET TO THE SOUTH LINE OF SAID SOUTH EAST 1/4, THENCE SOUTHWESTERLY ON A LINE PARALLEL TO CENTER LINE OF KELSEY ROAD, A DISTANCE OF 589.1 FEET TO THE NORTHEASTERLY LINE OF RIGHT OF WAY HIGHWAY, 285.09 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1020 W. Northwest Highway, Barrington, IL 60010.

HYG

BOX 333-CT

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 728164109013

The Real Property tax identification number is 13-21-400-025.

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

**Principal Increase from \$1,000,000.00 to \$1,400,000.00. All other terms and conditions remain the same.**

**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 MAY 9, 2006.**

**GRANTOR:**

**KVM DEVELOPMENT, L.L.C.**

By: Kenneth G. Malo PRES.  
Kenneth G. Malo, ~~Manager~~ of KVM Development, L.L.C.

PRESIDENT KM/bcc

**LENDER:**

**MOUNT PROSPECT NATIONAL BANK**

x B. M. [Signature] svp  
Authorized Signer

13-DEC 2006

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## MODIFICATION OF MORTGAGE

Loan No: 728164109013

(Continued)

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

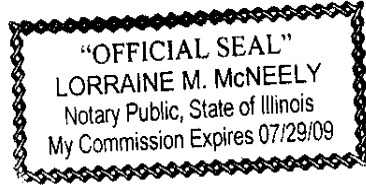
STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 15<sup>th</sup> day of May, 2006 before me, the undersigned Notary Public, personally appeared **Kenneth G. Malo, Manager of KVM Development, 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 Lorraine M. McNeely Residing at 50 N. Main St. Mt Prospect

Notary Public in and for the State of IL

My commission expires 7-29-09



County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 728164109013

(Continued)

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### LENDER ACKNOWLEDGMENT

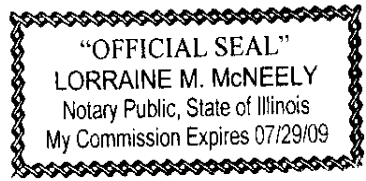
STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 15<sup>th</sup> day of May, 2006 before me, the undersigned Notary Public, personally appeared Brett L. Denker and known to me to be the Senior 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 Lorraine M. McNeely Residing at 50 W. MAIN ST,

Notary Public in and for the State of IL

My commission expires 7/29/09



Cook County Clerk's Office