

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
TINLEY PARK MAIN
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143



Doc#: 0625733029 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/14/2006 07:30 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

312008565

FOR RECORDER'S USE ONLY

8350470-CTOP
10F1 KA

This Modification of Mortgage prepared by:

First Midwest Bank
300 North Hunt Club Road
Gurnee, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 1, 2006, is made and executed between K & A PROPERTIES, AN ILLINOIS GENERAL PARTNERSHIP, whose address is 8908 SOUTH HARLEM, BRIDGEVIEW, IL 60455 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 30, 1999 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED AUGUST 3, 1999 AS DOCUMENT# 99736058 IN COOK COUNTY, ILLINOIS.

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

LOTS 1, 2, 3, 4 (EXCEPT THE WEST 17 FEET CONVEYED TO RAILROAD) AND THE EAST 1/2 OF LOT 5 IN BLOCK 12 IN FREDRICK H. BARTLETT'S HARLEM AVENUE ACRES, A SUBDIVISION OF THE NORTH 45 ACRES OF THE SOUTH 50 ACRES OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12, (EXCEPT THE WEST 17 FEET CONVEYED TO RAILROAD) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

THE WEST 1/2 OF LOT 5 AND ALL OF LOTS 6 AND 7 IN BLOCK 12 IN FREDRICK H. BARTLETT'S HARLEM AVENUE ACRES, A SUBDIVISION OF THE NORTH 45 ACRES OF THE SOUTH 50 ACRES OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 17 FEET CONVEYED TO RAILROAD) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 9003-9011 SOUTH OKETO AVENUE, 7327-7329 WEST 90TH STREET, 9004-9012 SOUTH ODELL AVENUE, 7323-7325 WEST 90TH STREET, 9014-9026 SOUTH ODELL AVENUE, 7324-7326 WEST 91TH STREET, AND THE NORTHEAST CORNER OF 91ST STREET AND OKETO AVENUE, BRIDGEVIEW, IL 60455. The Real Property tax identification number is 23-01-212-001-0000, 23-01-212-011-0000 AND 23-01-212-012-0000.

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

5149 BOX 334 CT

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MODIFICATION OF MORTGAGE

Loan No: 30430

(Continued)

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(1) To modify the definition of "Indebtedness" by deleting the last sentence in its entirety and replacing it with the following: "At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$2,300,000.00. (2) To delete the definition of "Note" in its entirety and place in lieu thereof the following: "Note. The word "Note" means the promissory note or credit agreement dated August 1, 2006 in the original principal amount of \$2,300,000.00 from Borrower to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or credit agreement."

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 endorser 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 1, 2006.

GRANTOR:

K & A PROPERTIES, AN ILLINOIS GENERAL PARTNERSHIP

By: 

MARY KAREN KOENIG, General Partner of K & A PROPERTIES, AN ILLINOIS GENERAL PARTNERSHIP

THE ALBERT F. MOORE, JR. INTERVIVOS TRUST DATED SEPTEMBER 29, 1995, General Partner of K & A PROPERTIES, AN ILLINOIS GENERAL PARTNERSHIP

By: 

ALBERT F. MOORE, JR., Trustee of THE ALBERT F. MOORE, JR. INTERVIVOS TRUST DATED SEPTEMBER 29, 1995

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 30430

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LENDER:

FIRST MIDWEST BANK

X *[Signature]*
Authorized Signer

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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) SS
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On this 17 day of August, 2006 before me, the undersigned Notary Public, personally appeared **MARY KAREN KOENIG, General Partner of K & A PROPERTIES, AN ILLINOIS GENERAL PARTNERSHIP,** and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

By *Mary Ronchetti* Residing at *Clute, IL*

Notary Public in and for the State of Illinois

My commission expires 5/8/09



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MODIFICATION OF MORTGAGE

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PARTNERSHIP ACKNOWLEDGMENT

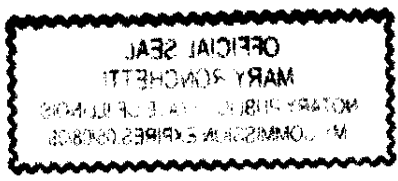
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 17th day of August, 2006 before me, the undersigned Notary Public, personally appeared **ALBERT F. MOORE, JR., Trustee of THE ALBERT F. MOORE, JR. INTERVIVOS TRUST DATED SEPTEMBER 29, 1995**, and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

By Mary Ronchetti Residing at Crest, IL

Notary Public in and for the State of Illinois

My commission expires 5/8/09



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 30430

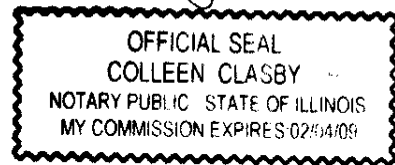
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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
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) SS
 COUNTY OF Cook)

On this 17th day of August, before me, the undersigned Notary Public, personally appeared John E. Loany and known to me to be the _____, 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 Colleen Clasby Residing at Tinley Park
 Notary Public in and for the State of Illinois
 My commission expires 2-4-09



Cook County Clerk's Office