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PREPARED BY AND
WHEN RECORDED, RETURN TO:

ARONBERG GOLDGEHN DAVIS & GARMISA
330 NORTH WABASH, SUITE 3000
CHICAGO, ILLINOIS 60611
ATTN: ROBERT N. SODIKOFF



Doc#: 0626133057 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/18/2006 10:33 AM Pg: 1 of 4

PROPERTY COMMONLY KNOWN AS:
Approximately 132 acres of vacant land located at
the intersection of 131st Street and Parker Road
Lemont, Cook County, Illinois

P.I.N.: 22-2-302-003-0000
22-34-302-005-0000
22-34-400-010-0000
22-34-400-015-0000
22-34-400-014-0000
22-34-401-001-0000

AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

THIS AMENDMENT is made as of this 1st day of September, 2006 by
MONTALBANO BUILDERS, INC., an Illinois corporation ("Mortgagor"), whose address is
2208 Midwest Road, Oak Brook, Illinois 60523 in favor of **MIDWEST BANK AND TRUST
COMPANY**, an Illinois banking corporation ("Mortgagee"), whose address is 501 West
Melrose Park, Illinois 60160.

By Amendment No. 5 to Loan Agreement and Related Loan Documents and Assignment
and Assumption Agreement dated as of September 1, 2006, **APM HOLDINGS, INC.**
("Borrower"), an Illinois corporation whose address is c/o Anthony P. Montalbano, 2208
Midwest Road, Oak Brook, Illinois 60523, assumed the rights and obligations of **ANTHONY P.
MONTALBANO** ("Original Borrower"), whose address is 2208 Midwest Road, Oak Brook,
Illinois 60523 under that certain Loan Agreement dated April 1, 2005, as amended from time to
time (the "Loan Agreement") between Original Borrower and **MIDWEST BANK AND
TRUST COMPANY** ("Lender").

Under the Loan Agreement, as amended and assumed, Lender has agreed to loan to
Borrower and Borrower has agreed to assume and borrow: (i) a Mortgage Loan in an amount not
to exceed \$30,000,000.00 evidenced by an Amended and Restated Mortgage Note dated as of
September 1, 2006 of Borrower to Lender in a principal amount of THIRTY MILLION AND
00/100 DOLLARS (\$30,000,000.00), with interest at the variable rate of Prime Rate plus 25
basis points per annum, subject to reduction to Prime minus 25 basis points per annum, and with
an initial Maturity Date of June 1, 2007 (the "Mortgage Note"); and (ii) a Term Loan in an
amount not to exceed \$4,000,000.00 evidenced by an Amended and Restated Term Note dated as
of September 1, 2006 of Borrower to Lender in the principal sum of FOUR MILLION AND
00/100 DOLLARS (\$4,000,000.00) with interest at the Prime Rate plus 25 basis points per
annum and with an initial Maturity Date of June 1, 2007. The Amended and Restated Mortgage
Note replaces the Mortgage Note of Original Borrower dated April 1, 2005 in the original

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principal sum of TWENTY SIX MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$26,500,000.00), as amended, secured by the Mortgage or Mortgage(s) dated April 1, 2005 on the property set forth on Exhibit A attached hereto and incorporated herein by reference. The Amended and Restated Term Note replaces the Term Note of Original Borrower dated April 1, 2005 in the original principal sum of THREE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,500,000.00), as amended, secured by the Mortgage(s). The Amended and Restated Mortgage Note did not constitute a payment or satisfaction or novation of the debt evidenced by the Mortgage Note and the Amended and Restated Term Note did not constitute a payment or satisfaction or novation of the debt evidenced by the Term Note. The parties intend that the liens comprised within the Loan Documents (as defined in the Loan Agreement), including, but not limited to, the Mortgage(s), shall remain continuously as security for the obligations evidenced by the Amended and Restated Mortgage Note and the Amended and Restated Term Note without interruption in priority.

From and after the date hereof, references in the Mortgage(s) to the Mortgage Note shall mean and be deemed to mean the Amended and Restated Mortgage Note and references in the Mortgage(s) to the Term Note shall mean and be deemed to mean the Amended and Restated Term Note.

This Amendment shall be effective as of the date first above written upon execution by the parties hereto. The date or dates of the acknowledgements indicate the date(s) of execution of this Amendment but execution is as of the above date, and for purposes of identification and reference the date of this Amendment is the above date.

IN WITNESS WHEREOF, Mortgagor has caused this Amendment to be executed as of the day and year first above written.

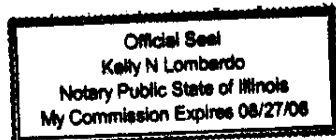
MORTGAGOR
MONTALBANO BUILDERS, INC.,
 an Illinois corporation

By: *Anthony Montalbano*
 Anthony P. Montalbano, President

STATE OF ILLINOIS)
) SS.
 COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Anthony P. Montalbano, President of Montalbano Builders, Inc. ("Company"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 1st day of September, 2006.



Kelly N. Lombaro
 NOTARY PUBLIC

UNOFFICIAL COPY**EXHIBIT A**

MORTGAGE DATED APRIL 22, 2005 AND RECORDED JUNE 20, 2005 BY THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NO. 0517135229, WITH RESPECT TO THE FOLLOWING PROPERTY:

PARCEL 1:

THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE EAST 5 ACRES OF THE SOUTH $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 34, AFORESAID, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER THEREOF; THENCE SOUTH, 10.02- $\frac{1}{2}$ CHAINS; THENCE WEST, 6.43 CHAINS, MORE OR LESS TO AN OLD ROAD; THENCE NORTH 17 DEGREES, 30 MINUTES EAST, 10.57 CHAINS; THENCE EAST, 3.28 CHAINS, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 1 AND THE EAST $\frac{1}{2}$ OF LOTS 6 AND 7 IN COUNTY CLERK'S DIVISION OF THE SOUTH $\frac{1}{2}$ OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT 5 ACRES OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 425.0 FEET TO A POINT FOR A POINT OF BEGINNING; THENCE WESTERLY AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 633.14 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 344.0 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 633.14 FEET TO A POINT IN THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 344.0 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOTS 1 AND 6 IN COUNTY CLERK'S DIVISION OF THE SOUTH $\frac{1}{2}$ OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 34; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 425.0 FEET TO A POINT FOR THE POINT OF BEGINNING; THENCE WESTERLY AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 633.14 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 344.0 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 633.14 FEET TO A POINT IN THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 344.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N.(S): 22-34-302-003-0000
22-34-302-005-0000
22-34-400-010-0000
22-34-400-013-0000
22-34-400-014-0000
22-34-401-001-0000

COMMONLY KNOWN AS: 132 ACRE PROPERTY, LEMONT, ILLINOIS

Vacant

131st + Park Rd

Property of Cook County Clerk's Office