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RECORDATION REQUESTED BY:
PARKWAY BANK & TRUST
CO.
4800 N. HARLEM AVE.
HARWOOD HEIGHTS, IL
60706

Doc#: 0700555100 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/05/2007 08:46 AM Pg: 1 of 7

WHEN RECORDED MAIL TO:
PARKWAY BANK & TRUST
CO.
4800 N. HARLEM AVE.
HARWOOD HEIGHTS, IL
60706

SEND TAX NOTICES TO:
SUMMIT STREET, LLC, an
Illinois limited liability
company
1904 WRIGHT BOULEVARD
SCHAUMBURG, IL 60193

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Parkway Bank & Trust Company
4800 N. Harlem Ave.
Harwood Heights, IL 60706

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 22, 2006, is made and executed between SUMMIT STREET, LLC, an Illinois limited liability company (referred to below as "Grantor") and PARKWAY BANK & TRUST CO., whose address is 4800 N. HARLEM AVE., HARWOOD HEIGHTS, IL 60706 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 22, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

FIRST MORTGAGE DATED NOVEMBER 22, 2005 RECORDED AS DOCUMENT #0600540124 ON JANUARY 5, 2006, AND ASSIGNMENT OF RENTS DATED NOVEMBER 22, 2005 RECORDED AS DOCUMENT #0600540125 ON JANUARY 5, 2006.

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

THAT PART OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, AND 591 FEET WEST OF THE EAST LINE OF THE ABOVE DESCRIBED 1/4; THENCE SOUTH 00 DEGREES 56 MINUTES EAST, 944.20 FEET TO THE NORTHERLY LINE OF THE ELGIN EVANSTON HIGHWAY (STATE BOND ISSUE ROUTE 58); THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID HIGHWAY 759.40 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH ALONG SAID WEST LINE 903.0 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE EAST ALONG THE ABOVE MENTIONED LINE 744.30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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The Real Property or its address is commonly known as 31 W. 330-360 ROUTE 58, ELGIN, IL 60120. The Real Property tax identification number is 06-08-400-003.

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

IN ADDITION TO ALL OTHER OBLIGATIONS AND INDEBTEDNESS SECURED BY THE MORTGAGE, THE MORTGAGE ALSO SECURES, WITHOUT LIMITATION, THE "PROMISSORY NOTE" FROM BORROWER TO LENDER DATED NOVEMBER 22, 2006 IN THE PRINCIPAL FACE AMOUNT OF \$1,748,100.00 (TOGETHER WITH ALL AMENDMENTS, MODIFICATIONS, EXTENSIONS, REPLACEMENTS, RENEWALS AND CONSOLIDATIONS THEREOF). THIS PROMISSORY NOTE EVIDENCES A RENEWAL, MODIFICATION (INCLUDING PRINCIPAL FACE AMOUNT INCREASE) AND RESTATEMENT OF THE PRIOR NOTE FROM BORROWER TO LENDER DATED NOVEMBER 22, 2005 IN THE PRINCIPAL FACE AMOUNT OF \$1,690,000.00. ALL REFERENCES TO THE "LOAN" IN ANY OF THE RELATED DOCUMENTS ARE HEREBY MODIFIED TO REFLECT THE LOAN AS EVIDENCED BY THIS NEW PROMISSORY NOTE. THE MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE (NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE) IS HEREBY INCREASED TO \$3,496,200.00. ALL OTHER TERMS AND PROVISIONS OF THE MORTGAGE 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 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.

CONTINUED SUBORDINATION OF JUNIOR MORTGAGES. An exhibit, titled "Continued Subordination of Junior Mortgages," is attached to this Modification and by this reference is made a part of this Modification just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 22, 2006.

GRANTOR:

SUMMIT STREET, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

KENAR, LTD., AN ILLINOIS CORPORATION, Manager of SUMMIT STREET, LLC, an Illinois limited liability company

By: 

KENNETH S. STRUCK, President and Secretary

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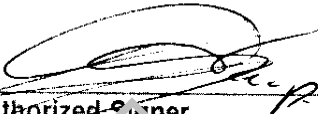
MODIFICATION OF MORTGAGE (Continued)

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LENDER:

PARKWAY BANK & TRUST CO.

X 
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 28th day of December, 2006 before me, the undersigned Notary Public, personally appeared **KENNETH S. STRUCK** President and Secretary, of **KENAR, LTD.**, an Illinois corporation, 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 Stacey M Gossett
Notary Public in and for the State of Illinois
My commission expires 09/29/10

Residing at 2175 S Torro Drive
Arlington Heights, IL
60005



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

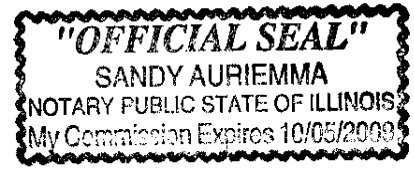
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 4th day of January, 2007 before me, the undersigned Notary Public, personally appeared David F. H. [Signature] 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 Sandy Auriemma [Signature] Residing at _____

Notary Public in and for the State of Ill

My commission expires 10/05/09



Cook County Clerk's Office

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CONTINUED SUBORDINATION OF JUNIOR MORTGAGES

This CONTINUED SUBORDINATION OF JUNIOR MORTGAGES is attached to and by this reference is made a part of the Modification of Mortgage, dated November 22, 2006, and executed in connection with a loan or other financial accommodations between PARKWAY BANK & TRUST CO. and SUMMIT STREET, LLC, an Illinois limited liability company.

The Mortgage (including any amendments, modifications, extensions, restatements and/or renewals thereof) shall continue to remain superior to (a) the Junior Mortgage dated November 23, 2005 in favor of Robert Lorenz (recorded as document number 0603705330 on February 6, 2006); and (b) the Junior Mortgage dated November 23, 2005 in favor of Robert J. Baldasari, Sr. (recorded as document number 0603705329 on February 6, 2006), pursuant to and in accordance with the riders attached to said mortgages ("Junior Mortgage Riders"), and the junior mortgages thereunder hereby acknowledge, agree to and consent to the continued subordination of their respective junior mortgages to the Mortgage (including any amendments, modifications, extensions, restatements and/or renewals thereof), and hereby ratify and reaffirm the continuing validity and enforceability of the Junior Mortgage Riders.

THIS CONTINUED SUBORDINATION OF JUNIOR MORTGAGES IS EXECUTED ON NOVEMBER 22, 2006.

GRANTOR:


SUMMIT STREET, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

KENAR, LTD., AN ILLINOIS CORPORATION, Manager of SUMMIT STREET, LLC, an Illinois limited liability company

By: 
KENNETH S. STRUCK, President and Secretary

LENDER:

PARKWAY BANK & TRUST CO.

X 
Authorized Signer

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Exhibit (continued)

Accepted and Agreed this 22nd day of November, 2006:

JUNIOR MORTGAGEE(S):

Robert Lorenz

Robert J. Baldasari, Sr.

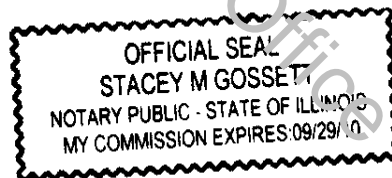
Robert J. Baldasari, Sr.

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

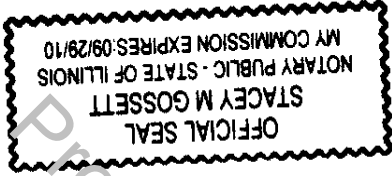
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that ROBERT LORENZ and ROBERT J. BALDASARI, SR. appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

Stacey M. Gossett

Notary Public



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Stacey M. Gossett
Notary Public

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that ROBERT LORENZ and ROBERT J. BALDASARI, SR. appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

COUNTY OF COOK

(SS)

STATE OF ILLINOIS

Robert J. Baldasari, Sr.

Robert Lorenz

Robert J. Baldasari, Sr.

JUNIOR MORTGAGEE(S):

Accepted and Agreed this 22nd day of November, 2006:

Exhibit (continued)