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Doc#: 0716235248 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/11/2007 11:10 AM Pg: 1 of 5

PREPARED BY AND
WHEN RECORDED, RETURN TO:

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

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.: 22-34-302-003-0000
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

AMENDMENT NO. 3 TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

THIS AMENDMENT NO. 3 TO MORTGAGE, SECURITY AGREEMENT AND
FIXTURE FINANCING STATEMENT is made effective as of the 1st day of June, 2007 by
MONTALBANO BUILDERS, INC., an Illinois corporation ("Mortgagor"), whose address is
1801 Meyers Road, 5th Floor, Oakbrook Terrace, Illinois 60181 (formerly 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.

RECITALS

A. By Amendment No. 10 to Loan Agreement and Related Loan Documents dated
June 1, 2007, Borrower and Lender have agreed to amend the Mortgage Loan and the Mortgage
Note, as previously amended and/or restated and the Term Loan and the Term Note, as
previously amended and/or restated, to extend the Maturity Date of the Mortgage Loan and the
Mortgage Note and the Term Loan and the Term Note to June 1, 2008.

B. Mortgagor wishes to amend the Mortgage on the Premises described in Exhibit A
attached hereto and incorporated herein by reference as herein set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of
where are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. Incorporation by Reference. The Recitals set forth above are incorporated herein
and made a part hereof by reference effective as of the date hereof.

BOX 333-CT

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2. Amendment. All references to "Maturity Date" when referring to the Mortgage Loan or the Mortgage Note or the Term Loan or the Term Note shall be amended to read "June 1, 2008".

3. Revolving Loan. Mortgagor acknowledges and agrees that this mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Mortgage Note and Term Note and the other Loan Documents, but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within ten (10) years from the date hereof to the same extent as if such future advances were made on the date of the execution of this Mortgage although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the real estate is located. This Mortgage secures, among other indebtedness, a "revolving credit" arrangement within the meaning of Illinois law (ILCS 205/4.1 and 205 ILCS 5/5d). The total amount of indebtedness may increase or decrease from time to time, as provided in the Mortgage Note and the Loan Agreement. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.

4. Remedies Against Other Collateral. Mortgagor hereby acknowledges that certain Loan Documents other than this Mortgage create liens on collateral located in counties or states other than the county and state in which the Premises are located. The Mortgagor further acknowledges that this Mortgage and the other Loan Documents are cross-defaulted and the Loan secured hereby is also secured by the other Loan Documents. The Mortgagor agrees that the Mortgagee may proceed, at the same or at different times, to foreclose any or all liens against such collateral (or sell such collateral under power of sale) by any proceedings appropriate in the county and state where such collateral lies, and that no event of enforcement taking place in any county or state pursuant to any of the Loan Documents shall preclude or bar enforcement in any other county or state. Any foreclosure or other appropriate remedy brought in any county or state in which collateral is located may be brought and prosecuted as to any part of such collateral without regard to the fact that foreclosure proceedings or other appropriate remedies have or have not been instituted elsewhere on any other part of the collateral for the Mortgage Loan.

5. Other Terms to Remain in Effect. Except as amended hereby, the terms of the Mortgage shall remain in full force and effect. 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.

[Signature page follows.]

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IN WITNESS WHEREOF, Mortgagor has caused this Amendment No. 3 to Mortgage, Security Agreement and Fixture Financing Statement 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

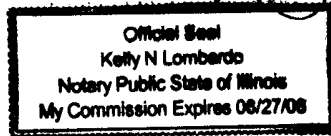
STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

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 ___ day of June, 2007.

Kelly N Lombardo
NOTARY PUBLIC

440385.2



Clerk's Office

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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

Property of Cook County Clerk's Office