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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

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
22-34-400-012-0000
22-34-400-014-0000
22-34-401-001-0000



Doc#: 0719833125 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/17/2007 10:56 AM Pg: 1 of 5

AMENDMENT NO. 4 TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

THIS AMENDMENT NO. 4 TO MORTGAGE, SECURITY AGREEMENT AND
FIXTURE FINANCING STATEMENT is made effective as of the 9th day of July, 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.

2502532

RECITALS

A. By Amendment No. 11 to Loan Agreement and Related Loan Documents dated
July 9, 2007, Borrower and Lender have agreed to amend the Mortgage Loan and the Mortgage
Note, as previously amended and/or restated, to increase the maximum amount of the Mortgage
Loan and the Mortgage Note from \$40,000,000.00 to \$45,000,000.00.

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.

2. Amendment. All references to "\$40,000,000.00" or "FORTY MILLION AND
00/100 DOLLARS (\$40,000,000.00)", as the case may be, as the principal sum of the Mortgage
Loan and/or to the Mortgage Note shall be amended to read "\$45,000,000.00" or "FORTY FIVE

BOX 333-CT

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MILLION AND 00/100 DOLLARS (\$45,000,000.00)", as the case may be. All references to the principal amount of the Term Loan and the Term Note, as previously amended, if applicable, shall remain unchanged hereby.

3. Other Terms to Remain in Effect. Except as amended hereby, the terms of the Mortgage, as previously amended, 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. 4 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 P. Montalbano, President

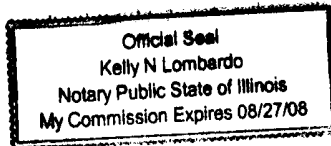
STATE OF ILLINOIS)
) SS.
 COUNTY OF DUPAGE)

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 9th day of July, 2007.


 NOTARY PUBLIC

445028.2



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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 SOUTH WEST $\frac{1}{4}$ 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

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