

# UNOFFICIAL COPY



Doc#: 0806605050 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/06/2008 09:58 AM Pg: 1 of 6

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

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

SEND TAX NOTICES TO:  
Parkway Bank and Trust  
Company, not individually but  
as trustee u/t/n 14119 dated  
02/14/06  
4800 North Harlem Avenue  
Harwood Heights, IL 60706

FOR RECORDER'S USE ONLY

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

## MODIFICATION OF MORTGAGE

1409-8386209 (2 of 2)

THIS MODIFICATION OF MORTGAGE dated February 28, 2008, is made and executed between Parkway Bank and Trust Company, not individually but as trustee u/t/n 14119 dated February 14, 2006, whose address is 4800 North Harlem Avenue, Harwood Heights, IL 60706 (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 May 7, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

The Construction Mortgage and Assignment of Rents dated May 7, 2007 and recorded May 23, 2007 as Document #s 0714349002 and 0714349003, respectively, in Cook County, Illinois.

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

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 9850-64 West Leland Avenue, Schiller Park, IL 60176. The Real Property tax identification number is 12-16-204-045-0000 and 12-16-204-046-0000.

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

The Purpose of this Modification is to increase the principal loan amount from \$12,400,000.00 to \$13,000,000.00, increase the individual Guarantees from \$3,100,000.00 to \$3,250,000.00. All other terms

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## MODIFICATION OF MORTGAGE

(Continued)

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and conditions 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 endorsers 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.

**ATTORNEYS' FEES, COSTS AND EXPENSES.** Borrower/Grantor/Pledgor/Trustor shall pay all costs, expenses, other disbursements and fees of legal counsel engaged by Lender in connection with the Loan, including, without limitation, legal counsel engaged in connection with the origination, negotiation, document preparation, consummation, enforcement, administration or defense of the Note or any of the other documents which together comprise the Loan. This provision specifically includes, but is not limited to Lender's retention of counsel to collect the Note; to defend the validity and enforceability of the Note; to defend the validity, enforceability and priority of any lien granted by Borrower/Grantor/Pledgor/Trustor to secure payment of the Note; and to defend itself as Lender in the event a claim is asserted or suit filed against Lender arising from the Note or the Loan. This provision includes, but is not limited to, Lender's costs, expenses, attorneys' fees, paralegal fees, paraprofessional fees, expert and consulting witness fees, whether or not there is a lawsuit, including all costs, expenses and fees incurred in any bankruptcy proceeding and all appeals. This provision also includes, but is not limited to, attorneys' fees, paralegal fees and paraprofessional fees and time charges of any such persons who may be employees of Lender or any affiliate of Lender.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 28, 2008.**

**GRANTOR:**

**PARKWAY BANK AND TRUST COMPANY, NOT INDIVIDUALLY BUT AS TRUSTEE U/T/N 14119 DATED 02/14/06**

By: \_\_\_\_\_

**Authorized Signer for Parkway Bank and Trust Company, not individually but as trustee u/t/n 14119 dated 02/14/06**

**CLERK OF SUPERIOR COURT  
COUNTY OF SUFFOLK  
STATE OF MASSACHUSETTS  
COURT OF PROBATE AND  
VICINITY**

**LENDER:**

**PARKWAY BANK & TRUST CO.**

  
\_\_\_\_\_  
**Authorized Signer**

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## MODIFICATION OF MORTGAGE

(Continued)

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### TRUST ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_

\_\_\_\_\_, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

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## MODIFICATION OF MORTGAGE

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 3rd day of March, 2008 before me, the undersigned Notary Public, personally appeared David Hyde 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 Lucia Sautariello  
 Notary Public in and for the State of Illinois  
 My commission expires 10/5/09

Residing at PARKWAY BANK & TRUST COMPANY  
4800 N. HARLEM  
HARWOOD HEIGHTS, IL 60706  
**"OFFICIAL SEAL"**  
 LUCIA SAUTARIELLO  
 NOTARY PUBLIC STATE OF ILLINOIS  
 My Commission Expires 10/05/2009

Cook County Clerk's Office

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LOT 1 IN FINAL PLAT OF SUBDIVISION OF PARK PLACE, BEING A RESUBDIVISION OF LOT 25 TO 43, BOTH INCLUSIVE, IN BLOCK 24, (EXCEPT THAT PART CONDEMNED IN IN FAVOR OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN CASE 81 L 83480) IN FAIRVIEW BEING EBERHART AND ROYCE'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, AND THE NORTH HALF OF THE NORTHWEST OF THE NORTHEAST QUARTER OF SECTION 16, IN TOWNSHIP 40 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 20, 2007 AS DOCUMENT NUMBER 0712022020, IN COOK COUNTY, ILLINOIS.

FORMERLY KNOWN AS:

PARCEL 1:

LOTS 25 TO 43, BOTH INCLUSIVE, IN BLOCK 24 IN FAIRVIEW, BEING EBERHART AND ROYCES SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16 (EXCEPT THEREFROM THE WEST 16 1/2 FEET OF SAID NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16) IN TOWNSHIP 40 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PARCEL CONDEMNED IN FAVOR OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CIRCUIT COURT CASE 81L 8438, SAID PARCEL BEING KNOWN AS PARCEL 0008 AND DESCRIBED AS FOLLOWS:

THAT PART OF THE LOT 25 IN BLOCK 24 OF FAIRVIEW BEING EBERHART AND ROYCE'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTIONS 9, AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16 ALL IN THE TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT A STRIP OF LAND 16 1/2 FEET WIDE OFF THE WEST END OF THE NORTHEAST 1/4 OF SAID SECTION 16), DESCRIBED AS LYING SOUTHWESTERLY OF A LINE DROWN FROM A POINT ON THE WEST LINE OF SAID LOT 25 A DISTANCE OF 20.0 FEET NORTH OF THE SOUTHWEST CORNER THEREOF TO THE SOUTHEAST CORNER, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH AND ADJOINING LOTS 25 TO 43 IN BLOCK 24 IN FAIRVIEW, BEING EBERHART AND ROYCE'S SUBDIVISION IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

# UNOFFICIAL COPY EXHIBIT "A"

## TRUSTEE SIGNATURE, EXONERATION AND ACKNOWLEDGMENT RIDER FOR MODIFICATION OF MORTGAGE

This document is executed by PARKWAY BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 14119 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless presentations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement, thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income there from, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any, or of any environmental conditions, duties or obligations concerning the property whether under any federal, state, or local statute, rule, regulation, or ordinance. The beneficiaries of this Trust, have management and control of the use of the property and as such, have the authority on their own behalf to execute any document as environmental representative but not as agent for or on behalf of the Trustee.

PARKWAY BANK & TRUST COMPANY As Trustee under Trust No. 14119 as aforesaid and not personally,

By: *John Kulec*  
ASSISTANT TRUST OFFICER

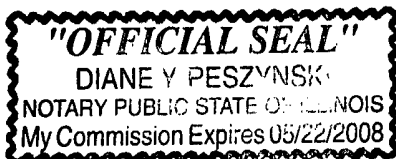


STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid do hereby certify that the above named officers of PARKWAY BANK & TRUST COMPANY, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument in the capacities shown, appeared before me this day in person, and acknowledged signing, sealing and delivering the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal on February 29, 2008.



*Diane Y. Peszynski*  
(Notary Public)