

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

INTEGRA BANK NATIONAL  
ASSOCIATION  
CHICAGO COMMERCIAL  
REAL ESTATE  
7661 S HARLEM AVENUE  
BRIDGEVIEW, IL 60455



Doc#: 0813408305 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/13/2008 11:22 AM Pg: 1 of 6

**WHEN RECORDED MAIL TO:**

INTEGRA BANK NATIONAL  
ASSOCIATION  
CHICAGO COMMERCIAL  
REAL ESTATE  
7661 S HARLEM AVENUE  
BRIDGEVIEW, IL 60455

**SEND TAX NOTICES TO:**

INTEGRA BANK NATIONAL  
ASSOCIATION  
CHICAGO COMMERCIAL  
REAL ESTATE  
7661 S HARLEM AVENUE  
BRIDGEVIEW, IL 60455

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

MICHAEL R. BRADSHAW, SENIOR VICE PRESIDENT  
INTEGRA BANK NATIONAL ASSOCIATION  
7661 S HARLEM AVENUE  
BRIDGEVIEW, IL 60455

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 6, 2008, is made and executed between BREAKFAST CLUB, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (referred to below as "Grantor") and INTEGRA BANK NATIONAL ASSOCIATION, whose address is 7661 S HARLEM AVENUE, BRIDGEVIEW, IL 60455 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 6, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**MORTGAGE RECORDED JANUARY 28, 2003 AS DOCUMENT NO. 0030126502.**

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

See EXHIBIT "A", 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 7800 W. 60TH PLACE, SUMMIT, IL 60501. The Real Property tax identification number is 18-13-302-028-0000 (PARCEL 1), 18-13-302-032-0000 (PARCEL 2), 18-13-303-039-0000 (PARCEL 3).

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

**FIXED RATE DECREASE FROM 6.75% TO 6.64%. PRINCIPAL INCREASE FROM \$628,527.52 TO**

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**\$708,527.52 FIFTY-NINE (59) MONTHLY PAYMENTS OF PRINCIPAL AND INTEREST IN THE AMOUNT OF \$5,669.34 COMMENCING FEBRUARY 6, 2008 AND CONTINUING ON THE SAME DATE OF EACH MONTH THEREAFTER WITH A FINAL PAYMENT OF ALL OUTSTANDING PRINCIPAL AND INTEREST DUE AND PAYABLE ON JANUARY 6, 2013.**

**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.

**TAX AND INSURANCE RESERVES.** Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledged) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference as required by Lender. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 6, 2008.**

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 296368001

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GRANTOR:

BREAKFAST CLUB, LLC

By: *Roger G. Kasper*  
ROGER G. KASPER, MEMBER of BREAKFAST CLUB, LLC

By: *Leon J. Boyes*  
LEON J. BOYES, MEMBER of BREAKFAST CLUB, LLC

LENDER:

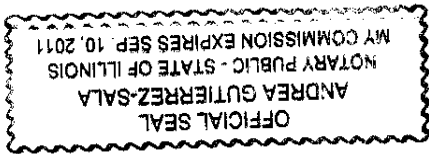
INTEGRA BANK NATIONAL ASSOCIATION

x *[Signature]*  
Authorized Signer

Property of Cook County Clerk's Office

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Property of Cook County Clerk



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

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

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

By Andrea Gutierrez-Sala

On this 20th day of January, 2008 before me, the undersigned Notary Public, personally appeared ROGER G. KASPER, MEMBER of BREAKFAST CLUB, LLC and LEON J. BOYES, JR., MEMBER of BREAKFAST CLUB, LLC, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

COUNTY OF Cook

STATE OF Illinois

( SS )

( )

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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## MODIFICATION OF MORTGAGE

Loan No: 296368001

(Continued)

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### LENDER ACKNOWLEDGMENT

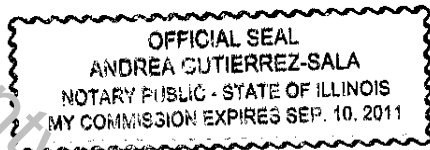
STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 29th day of February, 2011 before me, the undersigned Notary Public, personally appeared Michael R. Bradshaw and known to me to be the President authorized agent for **INTEGRA BANK NATIONAL ASSOCIATION** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **INTEGRA BANK NATIONAL ASSOCIATION**, duly authorized by **INTEGRA BANK NATIONAL ASSOCIATION** 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 in fact executed this said instrument on behalf of **INTEGRA BANK NATIONAL ASSOCIATION**.

By Andrea Gutierrez Sala Residing at \_\_\_\_\_

Notary Public in and for the State of Cook

My commission expires 9.10.2011



Clerk's Office

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EXHIBIT "A"

PARCEL 1:

THAT PART OF THE SOUTH 350 FEET OF THE NORTH 588.50 FEET OF THAT PART LYING WEST OF THE WESTERLY LINE OF ARCHER ROAD (AVENUE) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTH 350 FEET, 492.81 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTH 350 FEET; THENCE WEST ON SAID SOUTH LINE OF SAID SOUTH 350 FEET, 188.03 FEET TO A POINT (SAID POINT BEING 10 FEET EASTERLY OF, BY RECTANGULAR MEASUREMENTS, OF AN INDUSTRY LEAD TRACK KNOWN AS TRACK #11 AND WHICH SERVES THE EAGLE PITCHER LEAD CO); THENCE NORTHEASTERLY ALONG A CURVE, HAVING A RADIUS OF 291.50 FEET, CONVEX TO THE NORTHWEST (SAID CURVE BEING 10 FEET DISTANT AND PARALLEL TO AFORESAID TRACK #11) TO A POINT 131.68 FEET NORTH OF THE SOUTH LINE OF THE SOUTH 350 FEET AND 534.45 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTH 350 FEET (BY RECTANGULAR MEASUREMENTS); THENCE NORTHEASTERLY TO A POINT BEING 163.94 FEET NORTH OF THE SOUTH LINE OF THE SOUTH 350 FEET AND 332.05 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTH 350 FEET (BY RECTANGULAR MEASUREMENTS); THENCE SOUTHWESTERLY ALONG A CURVE HAVING A RADIUS OF 307.30 FEET, CONVEX TO THE NORTHWEST, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN PORKCHOP L.P. SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

PARCEL 3:

ALL THAT PART OF THE SOUTH 475.00 FEET OF THE NORTH 713.50 FEET OF THAT PART LYING WEST OF THE WESTERLY LINE OF ARCHER ROAD (AVENUE) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COUNTY OF COOK, STATE OF ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SAID WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13 AND THE SOUTH LINE OF THE SOUTH 475.00 FEET OF THE NORTH 713.50 FEET OF THE SOUTHWEST 1/4 OF SECTION 13, THENCE EAST A DISTANCE OF 100.00 FEET ALONG THE LAST DESCRIBED COURSE, SAID COURSE ALSO BEING THE SOUTH PROPERTY LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY; THENCE NORTH ALONG THE EAST PROPERTY LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY, SAID LINE BEING PARALLEL WITH AND 100 FEET EASTERLY OF, BY RECTANGULAR MEASUREMENT, THE WEST LINE OF THE EAST 1/2 OF THE AFORESAID SOUTHWEST 1/4 OF SECTION 13, A DISTANCE OF 125.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTH 350 FEET OF THE NORTH 588.50 FEET OF THE AFORESAID SOUTHWEST 1/4 OF SECTION 13; THENCE EAST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 172.49 FEET TO A POINT THAT IS 680.84 FEET WEST OF THE WESTERLY LINE OF ARCHER AVENUE, SAID POINT ALSO BEING ON THE WESTERLY LINE OF A PARCEL OF LAND CONVEYED TO ANTHONY JALOVEC BY THE INDIANA HARBOR BELT RAILROAD COMPANY BY DEED DATED NOVEMBER 23, 1966; THENCE NORTHEASTERLY ALONG A CURVE, HAVING A RADIUS OF 291.50 FEET, CONVEX TO THE NORTHWEST (SAID CURVE BEING 10 FEET DISTANT SOUTHEASTERLY OF AND PARALLEL WITH AN INDUSTRY LEAD TRACK KNOWN AS TRACK #11 AND WHICH SERVES THE EAGLE PITCHER LEAD CO) TO A POINT 131.68 FEET NORTH OF THE SOUTH LINE OF THE SOUTH 350 FEET OF THE NORTH 588.50 OF THE SOUTHWEST 1/4 OF SECTION 13 AND 534.45 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTH 350 FEET, BY RECTANGULAR MEASUREMENT, THE LAST COURSE ALSO BEING THE WESTERLY LINE OF THE AFOREMENTIONED CONVEYANCE TO ANTHONY JALOVEC BY THE INDIANA HARBOR BELT RAILROAD COMPANY; THENCE SOUTHWESTERLY ALONG A CURVE CONVEX TO THE NORTH WEST, SAID CURVE BEING 18 FEET, BY RADIAL MEASUREMENT, SOUTHEASTERLY OF THE CENTER LINE OF AN INDUSTRY LEAD TRACK, KNOWN AS TRACK NUMBER 6, OF THE INDIANA HARBOR BELT RAILROAD COMPANY, 509 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE SOUTH ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 6.05 FEET, MORE OR LESS TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 2, AS CREATED BY INSTRUMENTS MADE BY COOK TERMINAL COMPANY, A CORPORATION OF ILLINOIS, WITH REICHHOLD CHEMICALS, INC., A CORPORATION OF DELAWARE, DATED AUGUST 20, 1952 AND RECORDED SEPTEMBER 3, 1952 AS DOCUMENT 15425980 AND CONTAINED IN WARRANTY DEED FROM COOK TERMINAL COMPANY, A CORPORATION OF ILLINOIS, TO REICHHOLD CHEMICALS, INC., A CORPORATION OF DELAWARE, DATED DECEMBER 8, 1953 AND RECORDED JANUARY 4, 1954 AS DOCUMENT 15804102.