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RECORDATION REQUESTED BY:

Park National Bank, a national
banking association
801 N. Clark
Chicago, IL 60610



Doc#: 0821333011 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/31/2008 08:40 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

Park National Bank
South Branch
1000 East 111th Street
Chicago, IL 60628

Property of Cook County Clerk's Office

This Modification of Mortgage prepared by:

Alberto Moreno, Documentation Administrator
Park National Bank, a national banking association
801 N. Clark
Chicago, IL 60610

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 10, 2008, is made and executed between Sachs Motor Truck Sales Co., as to Parcel 1, whose address is 2424 West Grand Avenue, Chicago, IL 60612 and Grand & Western Properties, LLC, as to Parcels 2, 3 and 4, whose address is 20 Trafalgar Square, #410, Lincolnshire, IL 60069 (referred to below as "Grantor") and Park National Bank, a national banking association, whose address is 801 N. Clark, Chicago, IL 60610 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 13, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the office of the Cook County Recorder's Office on March 15, 2007 as document number 0707442194 and modified from time to time.

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

PARCEL 1:

LOTS 20, 21, 22, 23, 24 AND 25, ALL IN BLOCK 1 IN GAGE AND MCKEY'S SUBDIVISION OF BLOCK 9 IN WRIGHT AND WEBSTER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOTS 20 TO 22 INCLUSIVE IN BLOCK 1 LYING SOUTH OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 320.0 FEET SAID CURVE STARTING AT THE INTERSECTION OF THE EASTERLY LINE OF LOT 19 OF THE AFORESAID SUBDIVISION AND THE NORTHERLY LINE OF THE LAND TAKEN FOR STREET BY ORDINANCE RECORDED AS DOCUMENT 84760 AND ENDING AT THE SOUTHWESTERLY CORNER OF SAID 22 IN THE AFORESAID SUBDIVISION), IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 11, 12, 13 AND 14 IN BLOCK 1 IN GAGE AND MCKEY'S SUBDIVISION OF < 9 IN WRIGHT AND WEBSTER'S SUBDIVISION < OF NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM EACH OF SAID LOTS THAT PART LYING

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MODIFICATION OF MORTGAGE

Loan No: 1600500225-001

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EAST OF A LINE DRAWN 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 12 TAKEN FOR STREET) IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOTS 15, 16 AND 17 (EXCEPT PART TAKEN FOR EXTENSION OF WEST INDIANA STREET) IN BLOCK 1 IN GAGES AND MCKEY'S SUBDIVISION OF BLOCK 9 IN WRIGHT AND WEBSTER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THE STREET AND EXCEPT THAT PART OF SAID LOTS LYING WITHIN THE EAST 50 FEET OF SAID SECTION) IN COOK COUNTY, ILLINOIS

PARCEL 4:

LOTS 18 AND 19 IN SUB BLOCK 1 IN GAGES AND MCKEY'S SUBDIVISION OF BLOCK 9 IN WRIGHT AND WEBSTER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART TAKEN FOR INDIANA AVENUE AND EXCEPT THAT PART TAKEN FOR WIDENING OF GRAND AVENUE AND WESTERN AVENUE) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2400-2424 West Grand and 500-512 N. Western, Chicago, IL 60612. The Real Property tax identification number is 16-12-218-017, 16-12-218-018, 16-12-218-019, 16-12-218-020, 16-12-218-023, 16-12-218-024, 16-12-218-025, 16-12-218-026, 16-12-218-027, 16-12-218-028.

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

Effective the date of this Modification, i) the definition of the word Note is hereby restated in its entirety as follows: the word "Note" shall mean, the Promissory Note dated July 10, 2008 in the original principal amount of \$1,360,115.33 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note; and ii) the definition of Maximum Lien shall be amended as follows. At no time shall the principal amount of the Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage exceed \$2,720,230.66.

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.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 10, 2008.


GRANTOR:

SACHS MOTOR TRUCK SALES CO.

By: 
Howard Sachs, President of Sachs Motor Truck Sales Co.

By: 
Jay Sachs, Vice President of Sachs Motor Truck Sales Co.

GRAND & WESTERN PROPERTIES, LLC

By: 
Howard Sachs, Manager of Grand & Western Properties, LLC

By: 
Jay Sachs, Member of Grand & Western Properties, LLC

LENDER:

PARK NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

x 
Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 1600500225-001

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CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF COOK)

On this 9th day of July, 2008 before me, the undersigned Notary Public, personally appeared **Howard Sachs, President of Sachs Motor Truck Sales Co. and Jay Sachs, Vice President of Sachs Motor Truck Sales Co.**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By [Signature] Residing at 2958 N. MILWAUKEE
CHICAGO, ILL. 60618

Notary Public in and for the State of ILLINOIS

My commission expires 3-30-2009



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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

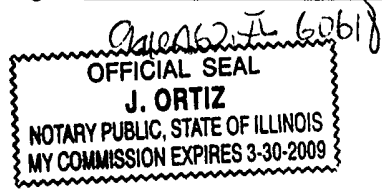
On this 9th day of JULY, 2008 before me, the undersigned Notary Public, personally appeared **Howard Sachs, Manager of Grand & Western Properties, LLC and Jay Sachs, Member of Grand & Western Properties, LLC**, and known to me to be members or designated agents of the limited liability company that executed 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.

By 

Residing at 2958 N. MILWAUKEE

Notary Public in and for the State of ILLINOIS

My commission expires 3-30-2009



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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
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) SS
 COUNTY OF COOK)

On this 9th day of JULY, 2008 before me, the undersigned Notary Public, personally appeared ADRIANA VENEZAS and known to me to be the LOAN OFFICER, authorized agent for **Park National Bank, a national banking association** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Park National Bank, a national banking association**, duly authorized by **Park National Bank, a national banking 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 **Park National Bank, a national banking association**.

By [Signature] Residing at 2958 N. MILWAUKEE
CHICAGO, IL 60618
 Notary Public in and for the State of ILLINOIS
 My commission expires 3-30-2009



COOK County Clerk's Office