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RECORDATION REQUESTED BY:
MIDWEST BANK AND TRUST
COMPANY
Bloomingdale Banking Center
236 W. Lake Street, Suite 102
Bloomingdale, IL 60108

WHEN RECORDED MAIL TO:
MIDWEST BANK AND TRUST
COMPANY
Bloomingdale Banking Center
236 W. Lake Street, Suite 102
Bloomingdale, IL 60108



Doc#: 0822608169 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/13/2008 08:19 AM Pg: 1 of 4

Handwritten: H 25183041

This Modification of Mortgage prepared by:
SMITH/CHATHAPPURAN
MIDWEST BANK AND TRUST COMPANY
236 W. Lake Street, Suite 102
Bloomingdale, IL 60108

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 24, 2008, is made and executed between 950 Morse LLC, a Limited Liability Company, whose address is 1533 Old Forge Rd., Bartlett, IL 60103 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, whose address is 236 W. Lake Street, Suite 102, Bloomingdale, IL 60108 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 24, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded November 18, 2003 as Document No. 0332201178, in the office of the Cook County Recorder of Deeds.

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

LOT 68 IN CENTEX INDUSTRIAL PARK UNIT NUMBER 39, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 950 Morse Avenue, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-34-102-031-0000 and 08-34-102-032-0000.

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

This Modification of Mortgage reflects that the following paragraphs are hereby inserted to the Mortgage and is made a part thereof:

(1) the Mortgage now secures: (a) a Promissory Note dated June 24, 2008 in the original principal amount of \$1,411,356.55 executed by 950 Morse LLC ("Note 1"), (b) a Promissory Note dated June 24, 2008 in the original principal amount of \$342,201.26 executed by Duratrack, Inc. ("Note 2"), (c) a Promissory Note

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Loan No: 702279100001

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dated July 9, 2008 in the original principal amount of \$500,000.00 executed by Duratrack, Inc. ("Note 3"); and (d) a Promissory Note dated July 9, 2008 in the original principal amount of \$160,800.00 executed by Duratrack, Inc. ("Note 4") Note 1, Note 2, Note 3, and Note 4, along with any amendments, modifications, extensions, renewals or replacements thereof, are hereinafter collectively referred to as the "Note". All other terms and provisions not specifically amended herein, remain unchanged and in full effect.; and (2) the maximum lien amount of the Mortgage is hereby increased to Two Million Four Hundred Fourteen Thousand Three Hundred Fifty-Seven and 81/100 (\$2,414,357.81).

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-160 (b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM PROPERTY. All other terms and provisions not specifically amended herein, remain unchanged and in full effect.

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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 24, 2008.

GRANTOR:

950 MORSE LLC

By:



Russell Scott, Manager of 950 Morse LLC

LENDER:

MIDWEST BANK AND TRUST COMPANY

X



Authorized Signer

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

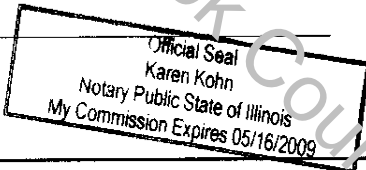
STATE OF Illinois)
) SS
 COUNTY OF DeWitt)

On this 24~~th~~ day of June 2008 before me, the undersigned Notary Public, personally appeared **Russell Scott, Manager of 950 Morse LLC**, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Karen Kohn Residing at _____

Notary Public in and for the State of Illinois

My commission expires _____



DeWitt County Clerk's Office

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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Peopage)

On this 24th day of June, 2008 before me, the undersigned Notary Public, personally appeared BRODER PALIN and known to me to be the EXECUTIVE VP, authorized agent for **MIDWEST BANK AND TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MIDWEST BANK AND TRUST COMPANY**, duly authorized by **MIDWEST BANK AND TRUST COMPANY** 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 **MIDWEST BANK AND TRUST COMPANY**.

By Karen Kohn Residing at _____

Notary Public in and for the State of Illinois

My commission expires _____



Clerk's Office