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THIS INSTRUMENT PREPARED BY:
Bennett L. Cohen
Cohen, Salk & Huvard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062



Doc#: 0900655049 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/06/2009 02:35 PM Pg: 1 of 8

AND AFTER RECORDING MAIL TO:
Maureen Janes, First Vice President
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, Illinois 60018

FIRST MODIFICATION AGREEMENT

THIS FIRST MODIFICATION AGREEMENT (this "Agreement") is entered into as of the 29th day of December 2008 by and between JUDITH B. KELLY, TRUSTEE OF THE JUDITH B. KELLY TRUST UNDER TRUST DATED OCTOBER 7, 1999 (herein called the "Mortgagor") whose address is 21 East Huron, Apt. 4105, Chicago, Illinois 60611, to MB FINANCIAL BANK, N. A. (herein together with its successors and assigns, including each and every from time to time holder of the Notes hereinafter referred to, called the "Mortgagee") whose address is 6111 N. River Road, Rosemont, Illinois 60018.

WHEREAS, Mortgagee extended to Mortgagor a certain consolidated mortgage loan in the principal sum of \$928,000.00 (the "Original Mortgage Loan"); and

WHEREAS, to secure payment of the Original Mortgage Loan (including any extensions, refinancings, amendments, renewals, modifications, restatements, consolidations and substitutions thereof or thereto), Mortgagor executed a certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of September 9, 2005 (the "Mortgage") mortgaging, granting and conveying to Mortgagee the Premises (as defined in the Mortgage), including the real estate described in **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, the Mortgage also secured repayment of a certain \$300,000.00 revolving line of credit loan made by Mortgagee to Kelly Nissan, Inc., an Illinois corporation ("Kelly Nissan"); and

WHEREAS, the Mortgage was recorded on October 4, 2005, in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 0527741068; and

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WHEREAS, Mortgagor has asked the Mortgagee to consolidate into one \$1,260,000.00 consolidated mortgage loan, the outstanding principal balance of the Original Mortgage Loan (having a current principal balance of \$626,400.13) plus a new advance of \$633,599.87 thereunder to enable Mortgagor to refinance Mortgagor's purchase of the commercial real property commonly known as 4526 West 95th Street, Oak Lawn, Illinois; and

WHEREAS, Mortgagee has consented to such loan request, provided, among other conditions, that Mortgagor agrees to further modify and amend the Mortgage to secure repayment of such consolidated mortgage loan, in addition to all other indebtedness secured thereby, except that the Mortgage, as being modified, shall no longer secure repayment of the aforesaid \$300,000.00 revolving loan to Kelly Nissan;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Mortgage held by Mortgagee is a valid, first and subsisting lien on the Premises and that the execution of this Agreement will not impair the first lien of the Mortgage (for breach of which condition, this Agreement, at the sole election of Mortgagee, shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The Mortgagor and Mortgagee represent and agree that the foregoing recitals are true and correct. All capitalized terms used herein without definition shall have the same respective meanings herein as such terms have in the Mortgage.
2. The Mortgage is hereby amended as follows:
 - a. The first "WHEREAS" clause on page 1 of the Mortgage is hereby deleted in its entirety and the following clause is substituted therefor:

WHEREAS, Mortgagor has executed and delivered to the Mortgagee a Consolidated Mortgage Note dated December 29, 2008, payable to the order of Mortgagee, in the principal sum of One Million Two Hundred Sixty Thousand and 00/100 (\$1,260,000.00) Dollars (hereafter, the "Note"), evidencing a \$1,260,000.00 consolidated mortgage loan made by Mortgagee to Mortgagor, repayable in installments of principal plus interest calculated at a variable interest rate therein described, with a final payment due on January 5, 2014; the terms and provisions of which note is incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

- b. The second and third "WHEREAS" clauses in the Mortgage which read as follows, are hereby deleted without substitution:

"WHEREAS, Kelly Nissan, Inc., an Illinois corporation (the "Borrower") has, concurrently herewith, executed and delivered to the Mortgagee a Promissory Note dated the date hereof, payable to the order of Mortgagee, in the principal sum of Three Hundred Thousand and 00/100 (\$300,000.00) Dollars (herein called the "Borrower's Revolving Note"), evidencing a \$300,000.00 revolving line of credit loan made by Mortgagee to Borrower (the "Borrower's Revolving Loan"), repayable on September 9, 2006, together with interest payable monthly calculated at a variable interest rate therein described; the terms and provisions of which note is

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incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

WHEREAS, the Mortgage Note and the Borrower's Revolving Note, shall collectively hereinafter be called the "Notes" and individually a "Note"; and"

c. The fourth "WHEREAS" clause in the Mortgage is hereby amended in its entirety to read as follows:

"WHEREAS, this Mortgage shall secure repayment of the following described indebtedness (collectively, hereafter, the "Indebtedness Hereby Secured"): (i) the indebtedness evidenced by the Note, including the principal thereof and interest and premium, if any, thereon, and any and all extensions, refinancings, amendments, renewals, modifications, consolidations, conversions and replacements thereof, in whole or in part, any and all other sums which may be at any time due or owing or required to be paid as provided in this Mortgage, the Note and in the other Loan Documents (as hereinafter defined), (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Mortgagor, or any other obligor or grantor to or benefiting the Mortgagee which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other Loan Documents, and (iii) the reimbursement to the Mortgagee of any and all sums incurred, expended or advanced by the Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents, with interest thereon as provided herein or therein;"

d. All references in the Mortgage to "Borrower" or "Kelly Nissan" are hereby deleted without substitution.

e. All references in the Mortgage to the term "Mortgage Note", "Notes", "any Note", "each Note", are hereby amended to read "the Note".

f. All reference in the Mortgage to "loans" are hereby amended to read "loan".

g. Section 36 of the Mortgage is hereby amended in its entirety to read as follows:

"36. Maximum Indebtedness Hereby Secured and Future Advances. In no event shall the Indebtedness Hereby Secured exceed two times the stated principal amount of the Note. This Mortgage is given to and shall secure not only existing indebtedness owed by Mortgagor hereunder and under the Note and all other Loan Documents, but also all advances now or hereafter made hereunder, and this Mortgage secures all such advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date hereof, to the same extent as if future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all such indebtedness and future advances from the time this Mortgage is filed for record in the recorder's office of the county where the Premises described herein are located."

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3. Hereafter, the term "Note" as used in the Mortgage, and hereinbelow, shall refer to the Mortgagor's Mortgage Note dated December 29, 2008 in the principal sum of \$1,260,000.00, payable to the order of Mortgagee in installments of principal plus interest as therein described.

4. Mortgagor acknowledges and agrees that the Mortgage is and as amended hereby shall remain in full force and effect, and that the Premises are and shall remain subject to the lien granted and provided for by the Mortgage, as modified hereby, for the benefit and security of all obligations and indebtedness described therein, including, without limitation, the indebtedness evidenced by the Note.

5. Nothing contained in this Agreement shall in any manner impair the Mortgage, as modified hereby, or the first lien created by the Mortgage, as modified hereby, or any other loan documents executed in connection with the loans evidenced by the Note, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the foregoing documents, except as expressly provided in this Agreement, or affect or impair any rights, powers, or remedies of Mortgagee under any of the foregoing documents.

6. Except as specifically amended and modified hereby, all of the terms and conditions of the Mortgage shall stand and remain unchanged and in full force and effect. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

7. This Agreement shall be binding upon Mortgagor, her heirs, legatees and personal representatives, and shall inure to the benefit of the Mortgagee, its successors and assigns.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this First Modification Agreement as of the day and year first above written.

MORTGAGOR

Judith B. Kelly
Judith B. Kelly, Trustee of the Judith B. Kelly
Trust under Trust dated October 7, 1999

MORTGAGEE

MB FINANCIAL BANK, N. A.

By: *Maureen M. Jones*
Title: *First Vice President*

Property of Cook County Clerk's Office

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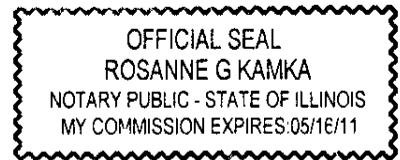
ACKNOWLEDGMENT OF SIGNATURES

STATE OF Illinois)
) SS
COUNTY OF Lake)

I, Rosanne G. Kamka, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that Judith B. Kelly, as trustee as aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, as trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12 day of December, 2008.

Rosanne G. Kamka
Notary Public



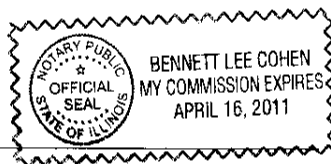
My Commission Expires: 5/16/11

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Bennett Lee Cohen, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that Maureen M. Jones, a First Vice President of MB Financial Bank, N.A., personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of December, 2008.

Bennett Lee Cohen
Notary Public



My Commission Expires: _____

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EXHIBIT "A"

Legal Description

LOTS 28 THROUGH 35, BOTH INCLUSIVE, IN FRANK DELUGACH RUTH'S HIGHLANDS, A SUBDIVISION OF THE WEST ½ OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

PIN: 24-03-304-018-0000, 24-03-304-019-0000, 24-03-304-020-0000, 24-03-304-021-0000, 24-03-304-022-0000, 24-03-304-023-0000, 24-03-304-024-0000, 24-03-304-025-0000.

Address: 9123-9137 S. Kenton Avenue, Oak Lawn, Illinois.

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