

H2520051  
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**RECORDATION REQUESTED BY:**  
MIDWEST BANK AND TRUST  
COMPANY  
Bloomington Banking Center  
236 W. Lake Street, Suite 102  
Bloomington, IL 60108



Doc#: 0908208051 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/23/2009 03:42 PM Pg: 1 of 4

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

**SEND TAX NOTICES TO:**  
MIDWEST BANK AND TRUST  
COMPANY  
Bloomington Banking Center  
236 W. Lake Street, Suite 102  
Bloomington, IL 60108

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:  
Chathappuram/Siptrott  
MIDWEST BANK AND TRUST COMPANY  
236 W. Lake Street, Suite 102  
Bloomington, IL 60108

### **MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated March 6, 2009, is made and executed between 950 Morse LLC, an Illinois Limited Liability Company, whose address is 950 Morse Avenue, Elk Grove Village, IL 60007 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, whose address is 236 W. Lake Street, Suite 102, Bloomington, 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 #0332201178 in the Office of the Cook County Recorder.

**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:

(1) the Mortgage now secures: (a) a Promissory Note dated June 24, 2008 in the original principal amount of \$1,406,758.09 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 dated July 9, 2008 in the original principal amount of \$500,000.00 executed by Duratrack, Inc. ("Note 3");

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and (d) a Promissory Note dated July 9, 2008 in the original principal amount of \$160,800.00 executed by Duratrack, Inc. ("Note 4"); and a Promissory Note dated March 6, 2009 in the original principal amount of \$225,000.00 executed by Duratrack, Inc. ("Note 5") Note 1, Note 2, Note 3, Note 4 and Note 5 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 Six Hundred Thirty Four Thousand Seven Hundred Fifty-Nine and 35/100 (\$2,634,759.35).

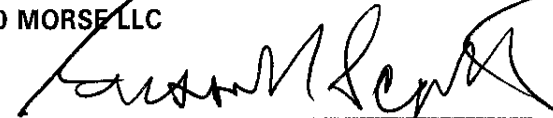
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 6, 2009.**

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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## MODIFICATION OF MORTGAGE

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

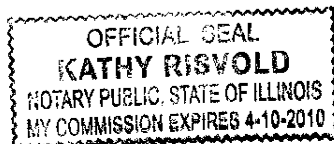
STATE OF Illinois )  
 ) SS  
 COUNTY OF DuPage )

On this 10 day of March, 2009 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 Kathy Risvold Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 4-10-2010



County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

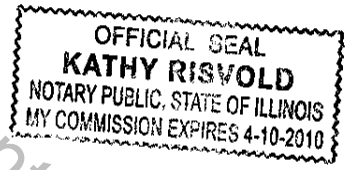
STATE OF Illinois )  
 ) SS  
 COUNTY OF DuPage )

On this 6<sup>th</sup> day of March, 2009 before me, the undersigned Notary Public, personally appeared Praveen Chakraparam and known to me to be the Commercial Loan Officer, 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 Kathy Risvold Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 4-10-10



Cook County Clerk's Office