

# UNOFFICIAL COPY



RECORDATION REQUESTED BY:  
MIDWEST BANK AND TRUST  
COMPANY  
Buffalo Grove Banking Center  
1001 Johnson Parkway  
Buffalo Grove, IL 60089

Doc#: 0917008068 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/19/2009 08:32 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:  
MIDWEST BANK AND TRUST  
COMPANY  
Buffalo Grove Banking Center  
1001 Johnson Parkway  
Buffalo Grove, IL 60089

SEND TAX NOTICES TO:  
MIDWEST BANK AND TRUST  
COMPANY  
Buffalo Grove Banking Center  
1001 Johnson Parkway  
Buffalo Grove, IL 60089

FOR RECORDER'S USE ONLY

Handwritten: HAS99154

Handwritten: 6

This Modification of Mortgage prepared by:  
Connelly / Siptrott  
MIDWEST BANK AND TRUST COMPANY  
1001 Johnson Parkway  
Buffalo Grove, IL 60089

CLERK OF COOK COUNTY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 10, 2009, is made and executed between Mario S. Pecora, whose address is 121 Glenridge Lane, Schaumburg, IL 60193 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, whose address is 1001 Johnson Parkway, Buffalo Grove, IL 60089 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 10, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 22, 2008 in the Office of the Cook County Recorders Office as Document # 0802233184.

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

LOT 6 IN IN KAY RESUBDIVISION OF LOT 1, BLOCK 3 OF CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT 5, A SUBDIVISION IN THE NORTH 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 520 Morse Avenue, Schaumburg, IL 60193. The Real Property tax identification number is 07-33-202-080-0000.

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

This Modification of Mortgage reflects the following: (1) The Promissory Note dated April 10, 2009 in the original principal amount of \$50,000.00 executed by Borrower ("Note 1"); and (b) a Promissory Note dated January 10, 2008 in the original principal amount of \$222,000.00 executed by Borrower ("Note 2"); (c) a

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

Loan No: 8031436

(Continued)

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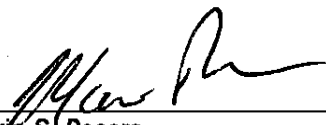
Promissory Note dated January 10, 2008 in the original principal amount of \$290,000.00 executed by Mario S. Pecora ("Note 3"); Note 1, Note 2 and Note 3 along with any amendments, modifications, extensions, renewals or replacements thereof, are hereinafter collectively referred to as the "Note; (2) the maximum lien of the Mortgage is hereby increased to \$562,000.00 (3) This Modification of Mortgage reflects that the following paragraph is hereby inserted to the Mortgage and is made a part thereof:

This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims, or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; or (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender. 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 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 APRIL 10, 2009.**

GRANTOR:

x   
 \_\_\_\_\_  
 Mario S. Pecora

LENDER:

MIDWEST BANK AND TRUST COMPANY

x   
 \_\_\_\_\_  
 Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 8031436

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Willmear

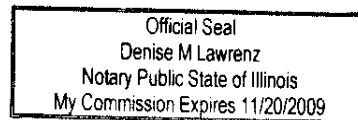
)

COUNTY OF

Lake

) SS

)



On this day before me, the undersigned Notary Public, personally appeared **Mario S. Pecora**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3 day of June, 2009.

By

Denise M. Lawrenz

Residing at

Notary Public in and for the State of

Illinois

My commission expires

11.20.09

County Clerk's Office

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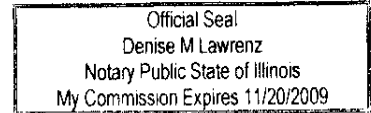
## MODIFICATION OF MORTGAGE (Continued)

Loan No: 8031436

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 )  
 COUNTY OF Lake )



On this 23 day of June, 2009 before me, the undersigned Notary Public, personally appeared Mike Connelly 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 Denise M. Lawrenz Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 11-20-09

County Clerk's Office

**UNOFFICIAL COPY****CHICAGO TITLE INSURANCE COMPANY****EQUITY SEARCH PRODUCT****CUSTOMER NAME AND ADDRESS:**

MIDWEST BANK AND TRUST CO  
1001 JOHNSON DR  
BUFFALO GROVE, ILLINOIS 60089-6917

CTIC ORDER NO.: 1408 H25199154 HE

PLEASE DIRECT INQUIRIES TO:

505 E. NORTH AVE.  
CAROL STREAM, IL 60188

DENISE LAWRENZ

CK  
(800)284-7545

**CUSTOMER REFERENCE:**

PECORA TOOL &amp; DIE CO. INC

EFFECTIVE DATE: JANUARY 30, 2009

UPDATE LAND ONLY: 05/04/2009

**BORROWER NAME AND ADDRESS:**

PECORA TOOL & DIE CO. INC  
520 MORSE AVE  
SCHAUMBURG, ILLINOIS 60193

PERMANENT INDEX NUMBER:

07-33-202-080-0000

**A. RECORD OWNER:**

MARIO S. PECORA AND MARY T. PECORA, HIS WIFE, AS JOINT TENANTS

DOCUMENT NO.: 97028701

REVENUE STAMPS:

RECORDING DATE: 01/14/1997

CENSUS TRACT:

**B. CURRENT YEAR REAL ESTATE TAX INFORMATION:**

PERMANENT INDEX NUMBER: 07-33-202-080

2008 TAXES: 1ST INSTALLMENT:\$ 9919.98 UNPAID

FINAL INSTALLMENT:\$ NOT YET DUE

OUR SEARCH OF THE LAST FIVE YEARS OF REAL ESTATE TAXES INDICATES THE FOLLOWING  
YEARS OPEN: NONE

**C. MORTGAGES, JUDGMENTS AND OTHER LIENS OF RECORD:**

MORTGAGE DATED 01/10/08 AND RECORDED 01/22/08 AS DOCUMENT NO. 0802233184 MADE BY  
MARIO S. PECORA TO MIDWEST BANK AND TRUST COMPANY TO SECURE AN INDEBTEDNESS IN THE  
AMOUNT OF \$562,000.00.

ASSIGNMENT OF RENTS RECORDED 01/22/08 AS DOCUMENT NO. 0802233185 MADE BY MARIO S.  
PECORA TO MIDWEST BANK AND TRUST COMPANY.

WE FIND NO JUDGMENT LIENS OF RECORD REGARDING RECORD OWNER(S):

MARIO PECORA, MARY PECORA AND PECORA TOOL &amp; DIE COMPANY INC

CHICAGO TITLE INSURANCE COMPANY BY:

This is not a title insurance policy, guarantee, or opinion of title and should not be relied upon as such. This search is subject to the Conditions and Stipulations which are hereby incorporated by reference and made a part hereof. We welcome any comments you have about our new Equity Search Product. We look forward to serving you in the future.

TEQSRC1 1/00 DGG CC8

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## CHICAGO TITLE INSURANCE COMPANY

### EQUITY SEARCH PRODUCT

CTIC ORDER NO.: 1408 H25199154 HE

**D. LEGAL DESCRIPTION:**

LOT 6 IN IN KAY RESUBDIVISION OF LOT 1, BLOCK 3 OF CENTEX - SCHAUMBURG INDUSTRIAL PARK UNIT 5, A SUBDIVISION IN THE NORTH 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

PERMANENT INDEX NUMBER: 07-33-202-080-000C

BORROWER'S NAME: PECORA TOOL & DIE CO. INC