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**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**



Courtney E. Mayster
Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street
Suite 1910
Chicago, Illinois 60601

Doc#: 0917331124 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 06/22/2009 03:11 PM Pg: 1 of 7

FIFTH MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS

THIS FIFTH MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS ("Modification") is made and entered into as of the 8th day of May, 2009, by **JELMJ, L.L.C.**, an Illinois limited liability company ("Mortgagor"), having a mailing address of 968 South Milwaukee Avenue, Wheeling, Illinois 60090, to and for the benefit of **MB FINANCIAL BANK, N.A.** ("Lender"), with a mailing address of 6111 North River Road, Rosemont, Illinois 60018 Attention: Vincent G. Laughlin.

RECITALS.

WHEREAS, Lender has heretofore made a mortgage loan (the "Loan") to Mortgagor in the original principal amount of **ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00)**; and

WHEREAS, the Loan is evidenced by a Mortgage Note dated as of January 10, 2006, made by Mortgagor whereby Mortgagor promised to pay to the order of Lender the principal sum of **One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00)**, as modified by that certain Amendment to Mortgage Note dated as of the 9th day of January, 2007, by Mortgagor in favor of Lender, and as further modified by that certain Second Amendment to Mortgage Note dated as of the 9th day of January, 2008, by Mortgagor in favor of Lender, and as further modified by that certain Third Amendment to Mortgage Note dated as of the 9th day of March, 2008, by Mortgagor in favor of Lender, and as further modified by that certain Fourth Amendment to Mortgage Note dated as of the 8th day of May, 2008, by Mortgagor in favor of Lender (collectively the "Note"), all as more specifically set forth in said Note; and

WHEREAS, the Note is secured by, among other things, a Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of the 10th day of January, 2006, by Mortgagor in favor of Lender recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on February 3, 2006, as Document No. 0603433156, as modified by that certain Modification of

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Mortgage and Other Security Documents dated as of the 9th day of January, 2007, by Mortgagor in favor of Lender recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on March 12, 2007, as Document No. 0707145006 and as modified by that certain Second Modification of Mortgage and Other Security Documents dated as of the 9th day of January, 2008, by Mortgagor in favor of Lender recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on March 10, 2008, as Document No. 0807033058 and as further modified by that certain Third Modification of Mortgage and Other Security Documents dated as of the 9th day of March, 2008, by Mortgagor in favor of Lender recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 9, 2008, as Document No. 080813034124 and as further modified by that certain Fourth Modification of Mortgage and Other Security Documents dated as of the 8th day of May, 2008, by Mortgagor in favor of Lender recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on 02.22.09, as Document No. 091733123 (collectively the "Mortgage"), and a Guaranty of Payment dated as of the 10th day of January, 2006 by **Steven Mark Smith**, individually, and **Vivian J. Smith**, individually (collectively "Guarantors") in favor of Lender, as modified by that certain Consent and Reaffirmation of Guarantors and Modification of Guaranty of Payment dated as of the 9th day of January, 2007, by Guarantors in favor of Lender, and as further modified by that certain Consent and Reaffirmation of Guarantors and Modification of Guaranty of Payment dated as of the 9th day of January, 2008, by Guarantors in favor of Lender, and as further modified by that certain Consent and Reaffirmation of Guarantors and Modification of Guaranty of Payment dated as of the 9th day of March, 2008, by Guarantors in favor of Lender, and as further modified by that certain Consent and Reaffirmation of Guarantors and Modification of Guaranty of Payment dated as of the 8th day of May, 2008, by Guarantors in favor of Lender (collectively the "Guaranty"); and any and all other instruments and documents executed by or on behalf of Mortgagor and delivered to Lender in connection with the Loan, which are hereinafter collectively referred to as the "Other Security Documents"; and

WHEREAS, Mortgagor and Lender desire that the Loan be modified to extend the Maturity Date; and

WHEREAS, the parties desire to modify and amend the Loan as provided herein and as a condition to such modification, Lender is requiring: (i) this Modification, (ii) a Fifth Amendment to Mortgage Note dated of even date herewith executed by Mortgagor (the "Note Amendment"), whereby the Note is modified to extend the Maturity Date; and (iii) a Fifth Consent and Reaffirmation of Guarantors and Modification of Guaranty of Payment executed by Guarantors ("Guaranty Modification") whereby the Guaranty is modified to refer to the Note as modified by the Note Amendment.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and

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conditions of this Modification conflict with the terms and conditions of the Mortgage, the terms and conditions of this Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage and the Other Security Documents.

2. **Modifications of Mortgage and Other Security Documents.** The Mortgage is hereby amended by deleting "*May 8, 2009 ("Maturity Date")*" where it appears and substituting therefor "*July 7, 2009 ("Maturity Date")*".

3. **References to Note.** From and after the date hereof (i) the Mortgage, the Assignment and the Other Security Documents shall be deemed to secure the Note as modified by the Note Amendment; and (ii) any and all references in the Mortgage or the Other Security Documents to the "Note" shall be deemed to refer to the Note as modified by the Note Amendment.

4. **References to Loan Documents and Guaranty.** Any and all references in the Note, the Mortgage and the Other Security Documents to the "Loan Documents" shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification; and any and all references in the Note, the Mortgage and the Other Security Documents to the "Guaranty" shall from and after the date hereof be deemed to refer to the Guaranty as modified by the Guaranty Modification.


5. **Reaffirmation of Representations and Warranties.** Mortgagor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Mortgage and the Other Security Documents.

6. **Reaffirmation of Covenants.** Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and the Other Security Documents as herein modified.

7. **Laws of Illinois.** This Modification shall be covered and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

JELMJ, L.L.C., an Illinois limited liability company

By: 
 Name: Vivra J. Smith
 Its: Managing Member

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CONSENT OF LENDER

The undersigned Lender hereby consents to and hereby approves the foregoing Fifth Modification of Mortgage and Other Security Documents.

Dated as of May 8, 2009.

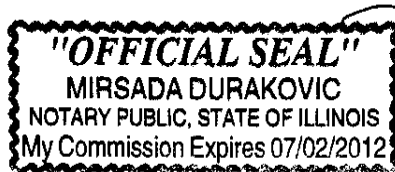
MB FINANCIAL BANK, N.A.

By: *Carolyn J. Gergts*
 Name: *Carolyn J. Gergts*
 Title: *1st VP*

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, *Mirsada Durakovic*, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that *CAROLYN J. Gergts* *1st VP.* of MB FINANCIAL BANK, N.A., personally known to me to be the same person whose name is subscribed to the foregoing CONSENT OF LENDER, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, on behalf of said Bank and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this *2nd* day of *June*, 2009.



Mirsada Durakovic
 Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 2 IN WIELAND SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 2 AND 3, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED OCTOBER 3, 1997 AS DOCUMENT 97734683, IN COOK COUNTY, ILLINOIS.

UNIT 1-202 AND 1-203 IN PRAIRIE PARK AT WHEELING CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN PRAIRIE PARK SUBDIVISION, OF PARTS OF THE NORTH HALF OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT B, TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0506203148 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 0506203148 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

ADDRESS: UNITS 1-202 AND 1-203 45 PRAIRIE PARK DRIVE, WHEELING IL 60090

P.I.N.: 03-02-100-051-0000

03-02-100-058-1002

03-02-100-058-1003