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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Banking - Morton
Grove
6201 W. Dempster Avenue
Morton Grove, IL 60053

Doc#: 0929916060 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/26/2009 10:14 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

N. SANTIAGO/ LN #288330/ IR #05968
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated August 14, 2009, is made and executed between MAPA LLC, whose address is 1100 LANDMEIER RD, ELK GROVE VILLIAGE, IL 60007 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6201 W. Dempster Avenue, Morton Grove, IL 60053 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 14, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage dated as of May 14, 2004 executed by Chicago Title Land Trust Company, successor Trustee to LaSalle Bank National Association, not personally, but as Trustee u/t/a dated July 21, 1999 a/k/a Trust No. 601154-09 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on May 28, 2004 as document no. 0414944129, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on 0414944130 as document no. May 28, 2004, further modified by Modification of Mortgage, recorded on October 5, 2007 as document no. 0727833025.

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

LOT 54 AND LOT 55 (EXCEPT THE EAST 30 FEET THEREOF) IN CENTEX INDUSTRIAL PARK UNIT 28, BEING A SUBDIVISION OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID LOT 54 THAT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 54, THENCE ON AN ASSUMED BEARING OF

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(Continued)**

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SOUTH 1 DEGREES 21 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 54, A DISTANCE OF 322.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY 41.59 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 51.42 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 48 DEGREES 41 MINUTES 58 SECONDS EAST, 40.47 FEET TO THE SOUTH LINE OF SAID LOT 54; THENCE SOUTH 88 DEGREES 38 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 54, A DISTANCE OF 9.76 FEET TO THE SOUTHWESTERLY LINE OF LOT 54; THENCE NORTHWESTERLY 31.42 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 54 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 46 DEGREES 21 MINUTES 52 SECONDS WEST, 28.28 FEET TO THE WEST LINE OF LOT 54; THENCE NORTH 1 DEGREE 21 MINUTES 53 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 54, A DISTANCE OF 7.43 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1775 LIVELY BOULEVARD, ELK GROVE VILLAGE, IL 60007. The Real Property tax identification number is 08-34-204-013-0000.

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

The word ("Grantor") in original Mortgage and Assignment of Rents is amended from Chicago Title Land Trust Company, as successor Trustee to LaSalle Bank National Association, not personally, but as Trustee u/t/a dated July 21, 1999 a/k/a Trust Number 601154-09 to MAPA LLC, as a result of transfer of title from said Land Trust to that of new LLC.

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated as of August 14, 2009 in the original principal amount of \$2,381,077.76 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The definition of "Borrower" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Borrower" means MAPA LLC, an Illinois limited liability company.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$4,762,155.52.

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.

WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

(1) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CON-

NECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE

DELIVERED RELATED TO THIS AGREEMENT OR (ii) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, IN

FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT RELATED

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THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY;

(2) EVERY DEFENSE, INCLUDING, WITHOUT LIMITATION, BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, AND ANY CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING

THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN FURTHERANCE OF THIS AGREEMENT.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 14, 2009.

GRANTOR:

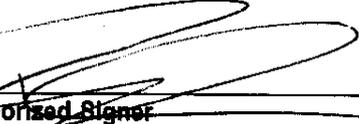
MAPA LLC

By: 
MARIANN GULLO-KREWENKA, Manager of MAPA LLC

By: 
VIRGINIA GULLO-CIACCIO, Manager of MAPA LLC

LENDER:

MB FINANCIAL BANK, N.A.

X 
Authorized Signer

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
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On this 10th day of September, 2009 before me, the undersigned Notary Public, personally appeared **MARIANN GULLO-KREWENKA, Manager of MAPA LLC and VIRGINIA GULLO-CIACCIO, Manager of MAPA LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Jane B Zakrzewski Residing at Des Plaines, Ill

Notary Public in and for the State of Illinois

My commission expires 3-20-2013



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LENDER ACKNOWLEDGMENT

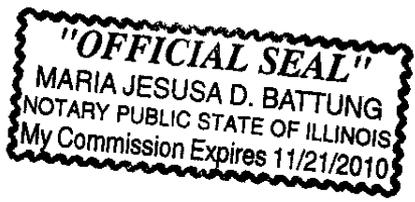
STATE OF _____)
) SS
 COUNTY OF _____)

On this 14th day of September, 2009 before me, the undersigned Notary Public, personally appeared Ronald Calandra and known to me to be the V.P., authorized agent for **MB Financial Bank, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MB Financial Bank, N.A.**, duly authorized by **MB Financial Bank, N.A.** 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 **MB Financial Bank, N.A.**.

By Maria Jesusa D. Battung Residing at Morton Grove

Notary Public in and for the State of IL

My commission expires 11/21/2010



Cook County Clerk's Office