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Doc#: 0930829009 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/04/2009 10:13 AM Pg: 1 of 5

RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
MAD-Managed Asset Division
6111 N River Road
Rosemont, IL 60018

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 #70000572/LR #82051
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated September 9, 2009, is made and executed between CHICAGO SPOTLIGHT, INC., whose address is 1658 W CARROLL AVE, CHICAGO, IL 60612-2502 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6111 N River Road, Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 9, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage dated as of September 9, 2004 executed by Chicago Spotlight, Inc. ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on February 1, 2005 as document no. 0503214249, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on February 1, 2005 as document no. 0503214250, further modified by a Modification of Mortgage recorded on June 27, 2005 as document no. 0517817155, further modified by a Modification of Mortgage recorded on January 20, 2006 as document no. 0602013097.

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

LOTS 6, 7, 8, 9, 10, AND THE WEST 10 FEET 6 7/8 INCHES OF LOT 11, IN J. M. WILSON'S SUBDIVISION OF BLOCK 33 IN CANAL TRUSTEE'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1658 W CARROLL AVE., CHICAGO, IL 60612-2502.

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The Real Property tax identification number is 17-07-403-005, 17-07-403-006, 17-07-403-007, 17-07-403-008, 17-07-403-009 & 17-07-403-010.

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means, individually and collectively, (i) that certain Promissory Note dated September 9, 2009 in the original principal amount of \$149,735.60 executed by Borrower payable to the order of Lender, (ii) that certain Promissory Note dated September 2, 2009 in the original principal amount of \$525,000.00 executed by Borrower payable to the order of Lender, (iii) that certain Promissory Note dated January 30, 2006 in the original principal amount of \$250,000.00 executed by Borrower payable to the order of Lender, and (vi) that certain Promissory Note dated December 14, 2005 in the original principal amount of \$575,000.00 executed by Borrower payable to the order of Lender, all as amended, supplemented, modified or replaced from time to time

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 \$3,199,470.00.

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

THERE TO, 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.

REVOLVING DEBT. Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note, not to exceed \$525,000.00, within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. Under this revolving line of credit, Lender may make advances

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to Grantor so long as Grantor complies with all the terms of the Note and Related Documents.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 9, 2009.

GRANTOR:

CHICAGO SPOTLIGHT, INC.

By: *Martin S. Lazarus*

MARTIN S. LAZARUS, President of CHICAGO SPOTLIGHT, INC.

LENDER:

MB FINANCIAL BANK, N.A.

x *[Signature]*
Authorized Signer

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CORPORATE ACKNOWLEDGMENT

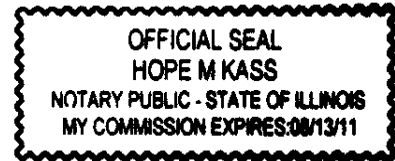
STATE OF Illinois)
) SS
 COUNTY OF Lake)

On this 22nd day of September, 2009 before me, the undersigned Notary Public, personally appeared **MARTIN S. LAZARUS, President of CHICAGO SPOTLIGHT, INC.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Hope M. Kass Residing at 567 Highland Grove Dr

Notary Public in and for the State of Illinois

My commission expires 8/13/2011



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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 25th day of September, 2009 before me, the undersigned Notary Public, personally appeared MARK KOSAINSKAS and known to me to be the SENIOR VICE PRESIDENT, 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 Terry London Residing at Cook County

Notary Public in and for the State of Illinois

My commission expires 12/5/2009

