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RECORDATION REQUESTED BY:
PARKWAY BANK AND TRUST
COMPANY
4800 N. HARLEM AVENUE
HARWOOD HEIGHTS, IL
60706



Doc#: 1009654020 Fee: \$42.1
Eugene "Gene" Moore RHSP Fee: \$10
Cook County Recorder of Deeds
Date: 04/06/2010 10:40 AM Pg: 1 of 1

WHEN RECORDED MAIL TO:
PARKWAY BANK AND TRUST
COMPANY
4800 N. HARLEM AVENUE
HARWOOD HEIGHTS, IL
60706

SEND TAX NOTICES TO:
Parkway Bank and Trust
Company, not individually but
as trustee u/t/n 13213
4800 N. Harlem Avenue
Harwood Heights, IL 60706

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Marianne L. Wagener, Vice President
Parkway Bank & Trust Company
4800 N. Harlem Ave.
Harwood Heights, IL 60706

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 1, 2010, is made and executed between Parkway Bank and Trust Company, not individually but as trustee u/t/n 13213 dtd 03/01/02, whose address is 4800 N. Harlem Avenue, Harwood Heights, IL 60706 (referred to below as "Grantor") and PARKWAY BANK AND TRUST COMPANY, whose address is 4800 N. HARLEM AVENUE, HARWOOD HEIGHTS, IL 60706 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 11, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

a Construction Mortgage recorded as document number 0717211150 on June 21, 2007 and an Assignment of Rents recorded as document number 0717211151 on June 21, 2007, together with all modifications thereof.

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

LOTS 9 TO 12 AND LOT 13 (EXCEPT THE NORTH 55 FEET THEREOF) IN BLOCK 7 IN PENNY AND ROOT'S SUBDIVISION OF BLOCKS 6 AND 7 IN BRICKTON, A SUBDIVISION OF PENNY AND MEACHAM OF PART OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 10 North Summit Street, Park Ridge, IL 60068. The Real Property tax identification number is 09-26-423-007-000.

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

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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IN ADDITION TO ALL OTHER OBLIGATIONS AND INDEBTEDNESS SECURED BY THE MORTGAGE, THE MORTGAGE ALSO SECURES, WITHOUT LIMITATION, THE "PROMISSORY NOTE" FROM BORROWER TO LENDER DATED FEBRUARY 23, 2010 IN THE PRINCIPAL FACE AMOUNT OF \$22,999,998.00 (TOGETHER WITH ALL AMENDMENTS, MODIFICATIONS, EXTENSIONS, REPLACEMENTS, RENEWALS AND CONSOLIDATIONS THEREOF). THIS PROMISSORY NOTE EVIDENCES A MODIFICATION (INCLUDING PRINCIPAL FACE AMOUNT INCREASE) AND RESTATEMENT OF THE PRIOR NOTE FROM BORROWER TO LENDER DATED NOVEMBER 30, 2009 IN THE PRINCIPAL FACE AMOUNT OF \$22,331,233.00. ALL REFERENCES TO THE "LOAN" IN ANY OF THE RELATED DOCUMENTS ARE HEREBY MODIFIED TO REFLECT THE LOAN AS EVIDENCED BY THIS NEW PROMISSORY NOTE. THE MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE (NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE) IS HEREBY INCREASED TO \$45,999,996.00. ALL OTHER TERMS AND PROVISIONS OF THE MORTGAGE REMAIN THE SAME.

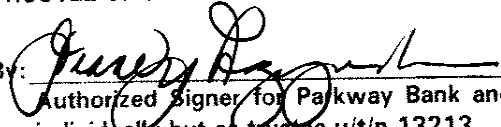
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right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

ATTORNEYS' FEES, COSTS AND EXPENSES. Borrower/Grantor/Pledgor/Trustor shall pay all costs, expenses, other disbursements and fees of legal counsel engaged by Lender in connection with the Loan, including, without limitation, legal counsel engaged in connection with the origination, negotiation, document preparation, consummation, enforcement, administration or defense of the Note or any of the other documents which together comprise the Loan. This provision specifically includes, but is not limited to Lender's retention of counsel to collect the Note; to defend the validity and enforceability of the Note; to defend the validity, enforceability and priority of any lien granted by Borrower/Grantor/Pledgor/Trustor to secure payment of the Note; and to defend itself as Lender in the event a claim is asserted or suit filed against Lender arising from the Note or the Loan. This provision includes, but is not limited to, Lender's costs, expenses, attorneys' fees, paralegal fees, paraprofessional fees, expert and consulting witness fees, whether or not there is a lawsuit, including all costs, expenses and fees incurred in any bankruptcy proceeding and all appeals. This provision also includes, but is not limited to, attorneys' fees, paralegal fees and paraprofessional fees and time charges of any such persons who may be employees of Lender or any affiliate of Lender.

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 1, 2010.

GRANTOR:

PARKWAY BANK AND TRUST COMPANY, NOT INDIVIDUALLY BUT AS TRUSTEE U/T/N 13213

By: 
Authorized Signer for Parkway Bank and Trust Company, not individually but as trustee u/t/n 13213

The Trustee in executing this document SPECIFICALLY EXCLUDES all references to any environmental condition of the premises, whether under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise. The beneficiary of this Trust, as management and control of the premises and as such, has the authority or its/their own Board to execute as environmental representative but not as agent for or on behalf of the Trustee.

PARKWAY BANK & TRUST COMPANY, as Trustee

This agreement is signed by Parkway Bank & Trust Co. not individually but solely as Trustee. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the covenanted conditions of this agreement or for the validity or execution of the title of said property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank & Trust Co is hereby expressly waived by the parties herein and their respective successor and assigns.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 11

LENDER:

PARKWAY BANK AND TRUST COMPANY

x *Marlene J. Wagner*
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF *IL*)

) SS

COUNTY OF *Cook*)

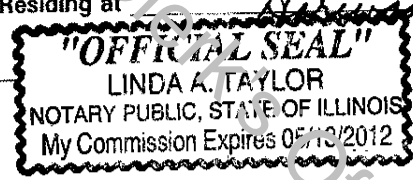
On this *31ST* day of *March*, *2010* before me, the undersigned Notary Public, personally appeared *DIANEY PECTYNSKI VP-TO* of Parkway Bank and Trust Company, not individually but as trustee of *13213*, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By *Linda A. Taylor*

Residing at *4800 N. Harlem*

Notary Public in and for the State of *IL*

My commission expires *5-13-2012*



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

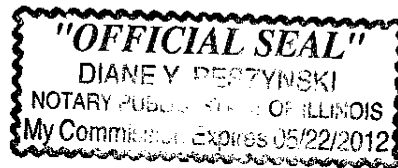
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 21st day of March, 2010 before me, the undersigned Notary Public, personally appeared Marianne L. Wagener and known to me to be the Vice President, authorized agent for **PARKWAY 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 **PARKWAY BANK AND TRUST COMPANY**, duly authorized by **PARKWAY 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 **PARKWAY BANK AND TRUST COMPANY**.

By [Signature] Residing at 4800 N. Harlem
Harwood Ave

Notary Public in and for the State of Ill

My commission expires _____



Cook County Clerk's Office