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1013229047

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial Division 7  
1400 Sixteenth Street  
Suite 120  
Oak Brook, IL 60523

Doc#: 1013229047 Fee: \$48.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/12/2010 02:45 PM Pg: 1 of 6

**WHEN RECORDED MAIL TO:**

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



Property of Cook County Clerk's Office

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Mdrozd Ln# 118761/LR# 101174  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

**MODIFICATION OF MORTGAGE**



\*0740\*

**THIS MODIFICATION OF MORTGAGE** dated April 10, 2010, is made and executed between North Star Trust Company, successor Trustee to MB Financial Bank, N.A. not personally, but as Trustee U/T/A dated Dated July 6, 2001 and known as Trust No. 2982, whose address is 500 W. Madison St., Ste 3150, Chicago, IL 60661 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 1400 Sixteenth Street, Suite 120, Oak Brook, IL 60523 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 19, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 19, 2002 executed by Seguin Services, ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on November 8, 2002 as document no. 0021236595, and Assignment of Rents of even date therewith recorded November 8, 2002 as document no. 0021236596, Replacement Mortgage dated as of September 19, 2002 recorded December 11, 2002 as document no. 0021363826, Assignment of Rents of even date therewith recorded December 11, 2002 as document no. 0021363827, modified by Modification of Mortgage on July 11, 2004, recorded on August 28, 2004 as document no. 0423922138, modified by Modification of Mortgage on July 25, 2008 recorded on September 22, 2008 as document no. 0826603041, and modified by Modification of Mortgage on October 5, 2009, recorded November 17, 2009 as document no. 0932104127.

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

76 N SC 1 y 9th  
S R S M S E INT 9th

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**PARCEL 1:**

LOTS 23 TO 26, BOTH INCLUSIVE, IN COLUMBUS PARK, A SUBDIVISION OF BLOCK 4 IN BALDWIN'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THAT PART OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 32 AFORESAID; THENCE SOUTH ALONG THE EAST LINE THEREOF 148.88 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE, 68.26 FEET; THENCE SOUTH PARALLEL TO SAID EAST LINE, 19.52 FEET TO THE NORTH FACE OF A 2 STORY BRICK BUILDING; THENCE WEST ALONG SAID NORTH FACE, 68.85 FEET TO THE NORTHWEST CORNER OF SAID 2 STORY BRICK BUILDING, BEING ALSO AN EAST FACE OF A 3 STORY BRICK BUILDING; THENCE SOUTH ALONG SAID EAST FACE, 2.24 FEET TO THE CENTERLINE OF A PARTY WALL BETWEEN SAID 3 STORY BRICK BUILDING TO THE NORTH AND A 1 STORY BRICK BUILDING TO THE SOUTH; THENCE WEST ALONG SAID CENTERLINE OF PARTY WALL, 120.14 FEET TO THE WEST END THEREOF, BEING A POINT ON BOTH THE WEST FACE OF THE 3 STORY BRICK BUILDING AND ON THE NORTH FACE OF THE 1 STORY BRICK BUILDING TO WEST; THENCE CONTINUING WEST ALONG SAID NORTH FACE OF THE 1 STORY BUILDING, 149.83 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 171.32 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE EASTERLY ALONG SAID NORTH LINE, 407.08 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 3100 S Central Ave, Cicero, IL 60804. The Real Property tax identification number is 16-33-100-010-0000; 16-33-100-011-0000; 16-33-100-012-0000; 16-33-100-013-0000; 16-32-203-035-0000.

**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 April 10, 2010 in the original principal amount of \$5,000,000.00 executed by Borrower payable to the order of Lender, (ii) that certain Promissory Note dated September 14, 2005 in the original principal amount of \$23,200.00 executed by Borrower payable to the order of Lender, (iii) that certain Promissory Note dated February 5, 2010 in the original principal amount of \$2,000,000.00 executed by Borrower payable to the order of Lender, (iv) that certain Promissory Note dated September 19, 2002 in the original principal amount of \$1,000,000.00 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 \$16,046,400.00.

**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

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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.

**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 \$5,000,000.00, 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 to Grantor so long as Grantor complies with all the terms of the Note and Related Documents.

**CROSS COLLATERALIZATION.** In addition to the Note, this Agreement secures the following described additional indebtedness: Any obligations for indebtedness pursuant to any Guaranty, loan documents or collateral documents executed by Guarantor shall constitute collateral for all indebtedness of Guarantor to Lender whether said indebtedness is now existing or hereinafter arising.

**CROSS DEFAULT.** Borrower will be in default if Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant or condition contained in their Note(s) or any agreement related to their Note(s), or in any other agreement or loan Borrower has with 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 APRIL 10, 2010.**

GRANTOR:

NORTH STAR TRUST COMPANY, SUCCESSOR TRUSTEE TO MB  
FINANCIAL BANK, N.A. NOT PERSONALLY BUT AS TRUSTEE U/T/A  
DATED JULY 6, 2001 AND KNOWN AS TRUST NO. 2982

By:

Land Trust Officer

Juanita Chandler

Angela Giannetti

Trust Officer

LENDER:

MB FINANCIAL BANK, N.A.

x

Authorized Signer

Trustee's Exoneration Rider Attached Hereto And Shall Be Part Hereof

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## MODIFICATION OF MORTGAGE (Continued)

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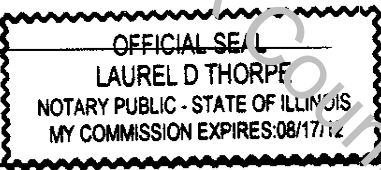
### TRUST ACKNOWLEDGMENT

STATE OF IL )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 27th day of April, 2010 before me, the undersigned Notary Public, personally appeared Land Trust Officer, ~~Juanita Chandler~~ Angela Giannetti of North Star Trust Company, Successor Trustee to MB Financial Bank, N.A, not personally but as Trustee U/T/A dated July 6, 2001 and known as Trust No. 2982, 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 Laurel D Thorpe Residing at \_\_\_\_\_  
 Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 27<sup>th</sup> day of April, 2010 before me, the undersigned Notary Public, personally appeared William A. Spoo 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 Margaret Koutsoubas Residing at Palms Heights

Notary Public in and for the State of Illinois

My commission expires 8/7/2012



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## EXONERATION RIDER Land Trust Number 2982

THIS DOCUMENT IS EXECUTED BY NORTH STAR TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE AFORESAID, IN THE EXERCISE OF POWER AND AUTHORITY CONFERRED UPON AND VESTED IN SAID TRUSTEE, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NOTHING IN SAID DOCUMENT CONTAINED SHALL BE CONSTRUED AS CREATING ANY LIABILITY ON SAID TRUSTEE PERSONALLY TO PAY ANY INDEBTEDNESS ACCRUING THEREUNDER OR TO PERFORM ANY COVENANTS, EITHER EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES, INDEMNIFICATION AND HOLD HARMLESS REPRESENTATIONS IN SAID DOCUMENT ( ALL LIABILITY, IF ANY, BEING EXPRESSLY WAIVED BY THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS) AND THAT SO FAR AS SAID TRUSTEE IS CONCERNED, THE OWNER OF ANY INDEBTEDNESS OR RIGHT ACCRUING UNDER SAID DOCUMENT SHALL LOOK SOLELY TO THE PREMISES DESCRIBED THEREIN FOR THE PAYMENT OF ENFORCEMENT THEREOF, IT BEING UNDERSTOOD THAT SAID TRUSTEE MERELY HOLDS LEGAL TITLE TO THE PREMISES DESCRIBED THEREIN AND HAS NO CONTROL OVER THE MANAGEMENT THEREOF OR THE INCOME THEREFROM, AND HAS NO KNOWLEDGE RESPECTING ANY FACTUAL MATTER WITH RESPECT TO SAID PREMISES INCLUDING, BUT NOT LIMITED TO CHANGES IN OCCUPANCY, EXCEPT AS REPRESENTED TO IT BY THE BENEFICIARY OR BENEFICIARIES OF SAID TRUST. IN EVENT OF CONFLICT BETWEEN THE TERMS OF THIS RIDER AND OF THE AGREEMENT TO WHICH IT IS ATTACHED, ON ANY QUESTIONS OF APPARENT LIABILITY OR OBLIGATION RESTING UPON SAID TRUSTEE, THE PROVISIONS OF THIS RIDER SHALL BE CONTROLLING.

Cook County Clerk's Office