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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
successor in interest to
Heritage Community Bank
Acquired Assets HCB
Commercial
6111 N. River Road
Rosemont, IL 60018

Doc#: 1016054006 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/09/2010 10:36 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:

Robert J. Ex/LN# 8001522/LR# 9852
MB Financial Bank, N.A. successor in interest to Heritage Community Bank
6111 N. River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated April 6, 2010, is made and executed between Frank Properties, LLC Series II, an Illinois limited liability company, whose address is 17918 Hood Avenue, Homewood, IL 60430 (referred to below as "Grantor") and MB Financial Bank, N.A. successor in interest to Heritage Community Bank, 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 May 6, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of May 6, 2008 executed by Frank Properties, LLC Series II ("Grantor") for the benefit of MB Financial Bank, N.A., as successor in interest to Heritage Community Bank ("Lender"), recorded on July 3, 2008 as document no. 0818557013, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on July 3, 2008 as document no. 0818557014.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 18031 Dixie Highway, Homewood, IL 60430. The Real Property tax identification number is 29-31-400-056-0000.

S Y
P 5
S ✓
M Y
SC Y
E ✓
INT ✓

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

Loan No: 8001522

Page 2

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 that certain Promissory Note dated as of April 6, 2010 in the original principal amount of \$1,038,410.18 executed by Borrower and payable to the order of Lender, 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 the Mortgage, exceed \$2,076,820.36.

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 CONNECTION 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

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

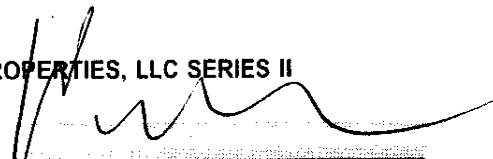
THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN FURTHERANCE OF THIS AGREEMENT.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 6, 2010.

GRANTOR:

FRANK PROPERTIES, LLC SERIES II

By:



William Frank, Manager of Frank Properties, LLC Series II

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 8001522

Page 3

LENDER:

MB FINANCIAL BANK, N.A. SUCCESSOR IN INTEREST TO HERITAGE
COMMUNITY BANK

x [Signature]
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF COOK)

On this 15th day of April, 2010 before me, the undersigned Notary Public, personally appeared **William Frank, Manager of Frank Properties, LLC Series II**, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires 12/7/11



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 8001522

Page 4

LENDER ACKNOWLEDGMENT

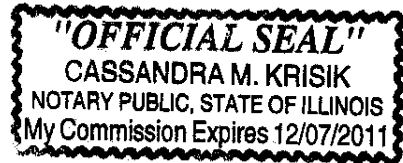
STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this 15th day of April, 2010 before me, the undersigned Notary Public, personally appeared Thomas Selinek and known to me to be the Vice President, authorized agent for **MB Financial Bank, N.A. successor in interest to Heritage Community Bank** 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. successor in interest to Heritage Community Bank**, duly authorized by **MB Financial Bank, N.A. successor in interest to Heritage Community Bank** 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. successor in interest to Heritage Community Bank**.

By Cassandra M. Krisik Residing at _____

Notary Public in and for the State of IL

My commission expires 12-7-11



UNOFFICIAL COPY**"EXHIBIT A"**

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF DIXIE HIGHWAY (SAID EAST LINE BEING 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 31) WITH THE WESTWARD EXTENSION OF THE LINE OF THE NORTH FACE OF THE NORTH WALL OF A ONE-STORY BRICK BUILDING WHICH POINT OF INTERSECTION IS 988.21 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 31; AND RUNNING THENCE EAST ALONG SAID WESTWARD EXTENSION, ALONG SAID NORTH FACE OF THE NORTH WALL AND ALONG THE LINE OF THE EASTWARD EXTENSION OF SAID NORTH FACE OF THE NORTH WALL, A DISTANCE OF 140 FEET. THENCE NORTH TO ITS INTERSECTION WITH A LINE 173 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF THE SOUTHEAST 1/4 AT A POINT THEREON WHICH IS 988.75 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHEAST 1/4; THENCE NORTH ALONG THE LAST ABOVE MENTIONED PARALLEL LINE, A DISTANCE OF 46.48 FEET TO ITS INTERSECTION WITH THE EASTWARD EXTENSION OF THE LINE OF THE SOUTH FACE OF THE SOUTH WALL OF A ONE-STORY BRICK BUILDING WHICH POINT OF INTERSECTION IS 942.27 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE WEST ALONG SAID EASTWARD EXTENSION, ALONG SAID SOUTH FACE OF THE SOUTH WALL AND ALONG THE LINE OF THE WESTWARD EXTENSION OF THE LINE OF SAID SOUTH FACE OF THE SOUTH WALL, A DISTANCE OF 140 FEET TO ITS INTERSECTION WITH SAID EAST LINE OF DIXIE HIGHWAY AT A POINT THEREON WHICH IS 941.59 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHEAST 1/4; THENCE SOUTH ALONG SAID EAST LINE OF DIXIE HIGHWAY, A DISTANCE OF 46.62 FEET TO THE POINT OF BEGINNING.

(A)-EASEMENT: EASEMENT FOR THE BENEFIT OF PARCEL 2 AS SET FORTH IN THE EASEMENT AGREEMENT DATED SEPTEMBER 20, 1966, RECORDED OCTOBER 11, 1966, AS DOCUMENT NO. 19966472 FOR INGRESS AND EGRESS OVER AND UPON A STRIP OF LAND 14 FEET WIDE EXTENDING EAST FROM DIXIE HIGHWAY, THE NORTH LINE OF WHICH IS 150 FEET AND THE SOUTH LINE THEREOF BEING 140 FEET, BEING PART OF LOT 2 IN PANOS' RESUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS PER PLAT RECORDED ON MARCH 4, 1965, AS DOCUMENT NO. 19397294, SAID NORTH LINE OF SAID STRIP BEING 48 FEET SOUTH AND PARALLEL TO THE MOST NORTHERLY LINE OF SAID LOT 2, ALL IN COOK COUNTY, ILLINOIS.

(B)-EASEMENT: EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY EASEMENT AND PARTY WALL AGREEMENT FROM COMMUNITY BANK OF FLOSSMOOR, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1978, AND KNOWN AS TRUST NUMBER 78223, TO COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 16, 1976, AND KNOWN AS TRUST NUMBER 76057, DATED FEBRUARY 15, 1979, AND RECORDED MARCH 12, 1979, AS DOCUMENT NO. 24876418, AND RE-RECORDED JULY 5, 1979, AS DOCUMENT NO. 25035766, FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND: THE EAST 20 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF DIXIE HIGHWAY (SAID EAST LINE BEING 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 31) WITH A LINE 891.62 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 31, AND RUNNING THENCE EAST ALONG THE LAST ABOVE MENTIONED PARALLEL LINE A DISTANCE OF 140 FEET TO ITS INTERSECTION WITH A LINE 173 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF THE SOUTHEAST 1/4; THENCE SOUTH ALONG THE LAST ABOVE MENTIONED PARALLEL LINE A DISTANCE OF 50.65 FEET TO ITS INTERSECTION WITH THE EAST EXTENSION OF THE LINE OF THE SOUTH FACE OF THE SOUTH WALL OF A ONE-STORY BRICK BUILDING, WHICH POINT OF INTERSECTION IS 942.27 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST 1/4; THENCE WEST ALONG SAID EASTWARD EXTENSION, ALONG SAID SOUTH FACE OF THE SOUTH WALL AND ALONG THE WESTWARD EXTENSION OF THE LINE OF SAID SOUTH FACE OF THE SOUTH WALL A DISTANCE OF 140 FEET TO ITS INTERSECTION WITH SAID EAST LINE OF DIXIE HIGHWAY, AT A POINT THEREON WHICH IS 941.59 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHEAST 1/4 AND TO NORTH ALONG SAID EAST LINE OF DIXIE HIGHWAY, A DISTANCE OF 49.97 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

(PROPERTY ADDRESS: 18031 DIXIE HIGHWAY, HOMEWOOD, IL)