

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Devon Bank  
Chicago  
6445 N. Western Ave.  
Chicago, IL 60645

**WHEN RECORDED MAIL TO:**

Devon Bank  
Chicago  
6445 N. Western Ave.  
Chicago, IL 60645



1018333013

Doc#: 1018333013 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/02/2010 08:30 AM Pg: 1 of 4

**SEND TAX NOTICES TO:**

Devon Bank  
Chicago  
6445 N. Western Ave.  
Chicago, IL 60645

**This Modification of Mortgage prepared by:**

C. Roman, Commercial Loan Dept.  
Devon Bank  
6445 N. Western Ave.  
Chicago, IL 60645

592X 782

10182-0048

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated May 14, 2010, is made and executed between Superdawg Drive-In, Inc., an Illinois Corporation, whose address is 6363 N. Milwaukee Avenue, Chicago, IL 60646 (referred to below as "Grantor") and Devon Bank, whose address is 6445 N. Western Ave., Chicago, IL 60645 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 14, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded May 21, 2009 as Document #'s 0914133117 and 0914133118, all in the office of the Cook County Recorder of Deeds.

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

THAT PARTS OF LOTS 2 TO 7 IN BLOCK 1, BOTH INCLUSIVE IN THE SUBDIVISION OF THE PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF AVONDALE AVENUE, AND THE WEST LINE OF NORTH KIMBALL AVENUE, RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID AVONDALE AVENUE, 184.43 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF AVONDALE AVENUE, 15.05 FEET; THENCE SOUTHERLY 26.11 FEET TO A LINE WHICH IS 38.00 FEET SOUTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID AVONDALE AVENUE, THENCE SOUTHEASTERLY ALONG LAST MENTIONED LINE, 99.15 FEET TO A LINE WHICH IS 80.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH KIMBALL AVENUE, THENCE SOUTH ALONG LAST MENTIONED LINE 24.17 FEET TO THE NORTH LINE OF WEST HENDERSON STREET, THENCE EAST ALONG THE NORTH LINE OF SAID WEST HENDERSON STREET 80.00 FEET TO THE WEST LINE OF NORTH KIMBALL AVENUE, THENCE NORTH ALONG THE WEST LINE

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

Loan No: 2071040100

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OF SAID NORTH KIMBALL AVENUE, 9.60 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3344 N. Kimball AND 3372 N. Avondale Avenue, Chicago, IL 60618. The Real Property tax identification number is 13-23-405-056-0000.

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

The Mortgage is hereby increased to **\$1,437,500.00** and the Maturity date of this Mortgage is hereby changed to **August 14, 2010**.

**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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 14, 2010.**

**GRANTOR:**

**SUPERDAWG DRIVE-IN, INC.**

By: 

Maurie H. Berman, President of Superdawg Drive-in, Inc.

**LENDER:**

**DEVON BANK**

x 

Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 2071040100

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### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )

) SS

COUNTY OF Cook )

On this 21st day of June, 2010 before me, the undersigned Notary Public, personally appeared Maurie H. Berman, President of Superdawg Drive-In, 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 Alex W. Wolf Residing at Cook County

Notary Public in and for the State of IL

My commission expires 1/12/14



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 2071040100

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF COOK ) SS )

On this 30<sup>th</sup> day of June, 2010 before me, the undersigned Notary Public, personally appeared JOHN BURK and known to me to be the Vice President, authorized agent for Devon Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Devon Bank, duly authorized by Devon 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 Devon Bank.

By [Signature] Residing at Devon Bank

Notary Public in and for the State of Illinois

My commission expires 4/9/2013



PROPOSED COOK COUNTY CLERK'S OFFICE