

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

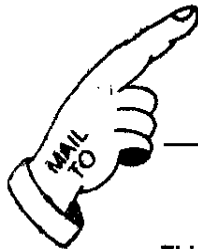
MB Financial Bank, N.A.  
successor in interest to  
Heritage Community Bank  
Acquired Assets HCB  
Consumer  
182301 S. Halsted Street  
Glenwood, IL 60425



Doc#: 1019616019 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/15/2010 09:21 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:**

John Sheahan/Ln #8001432/LR #104464/Trans #40216  
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 MACK INDUSTRIES, LTD, an Illinois Corporation, whose address is 16800 OAK PARK AVENUE, TINLEY PARK, IL 60477 (referred to below as "Grantor") and MB Financial Bank, N.A. successor in interest to Heritage Community Bank, whose address is 182301 S. Halsted Street, Glenwood, IL 60425 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 6, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of April 6, 2007 executed by Mack Industries, Ltd ("Grantor") for the benefit of Heritage Community Bank, n/k/a MB Financial Bank, N.A. ("Lender"), recorded on April 12, 2007 as document no. 0710235122, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on April 12, 2007 as document no. 0710235123.

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

LOT 18 AND 19 IN BLOCK 3 IN ORCHARD RIDGE ADDITION TO CHICAGO HEIGHTS, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

*Spss*

S YES  
P 5  
S NO  
M YES  
SC YES  
E NO  
INT YES

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

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The Real Property or its address is commonly known as 217 W. 15th Street, Chicago Heights, IL 60411. The Real Property tax identification number is 32-20-306-027-0000.

**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 as of April 6, 2010 in the original principal amount of \$156,011.31 executed by Borrower and payable to the order of Lender, (ii) that certain Promissory Note dated as of April 2, 2010 in the original principal amount of \$141,545.35 executed by Borrower and payable to the order of Lender, (iii) that certain Promissory Note dated as of June 8, 2007 in the original principal amount of \$150,400.00 executed by Borrower and payable to the order of Lender, (iv) that certain Promissory Note dated as of May 24, 2009 in the original principal amount of \$308,817.01 executed by Borrower and payable to the order of Lender, all as amended, (v) that certain Promissory Note dated as of June 28, 2009 in the original principal amount of \$211,208.28 executed by Borrower and payable to the order of Lender, (vi) that certain Promissory Note dated as of August 16, 2009 in the original principal amount of \$146,920.00 executed by Borrower and payable to the order of Lender, (vii) that certain Promissory Note dated as of July 12, 2007 in the original principal amount of \$156,000.00 executed by Borrower and payable to the order of Lender, (viii) that certain Promissory Note dated as of August 10, 2007 in the original principal amount of \$164,000.00 executed by Borrower and payable to the order of Lender, (ix) that certain Promissory Note dated as of January 17, 2008 in the original principal amount of \$168,800.00 executed by Borrower and payable to the order of Lender, and (x) that certain Promissory Note dated as of May 8, 2008 in the original principal amount of \$273,000.00 executed by Borrower and payable to the order of Lender, all as amended, supplemented, modified or replaced from time to time.

Variable Interest Rate provision in original mortgage is changed to that of a Fixed Interest Rate, effective with above April 6, 2010 Promissory Note.

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 or indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$3,745,307.46.

**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 endorers 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

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## MODIFICATION OF MORTGAGE (Continued)

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AND NOT A JURY;

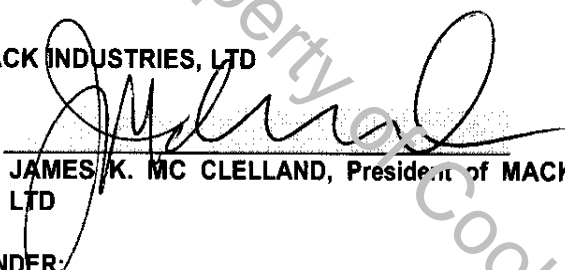
(2) EVERY DEFENSE, INCLUDING, WITHOUT LIMITATION, BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, AND ANY CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN FURTHERANCE 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:

MACK INDUSTRIES, LTD

By:

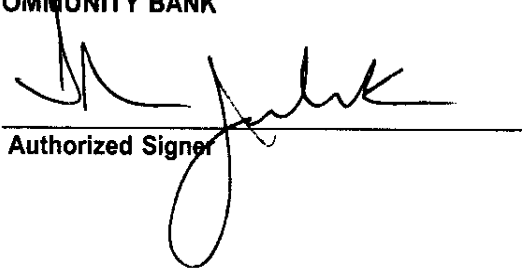


JAMES K. MC CLELLAND, President of MACK INDUSTRIES, LTD

LENDER:

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

X

  
Authorized Signer

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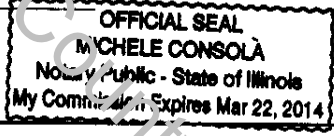
### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 18th day of June, 2010 before me, the undersigned Notary Public, personally appeared **JAMES K. MC CLELLAND, President of MACK INDUSTRIES, LTD**, 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 Michele Consola Residing at 16800 Oak Park Ave  
 Notary Public in and for the State of Illinois Tinley Park IL  
(60477)

My commission expires 3-22-14



County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 23rd day of June, 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 Cassidy M. Ni Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 12-7-11

P  
 Cook County Clerk's Office