

# UNOFFICIAL COPY



Doc#: 1020044136 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/19/2010 01:08 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

Harris N.A./C&CLS  
Attn: Collateral Management  
P.O. Box 2880  
Chicago, IL 60690-2880

**FOR RECORDER'S USE ONLY**

425233517

This Modification of Mortgage prepared by:  
P. Serckie, Documentation Specialist  
Harris N.A./BLST  
311 W. Monroe Street, 6th Floor  
Chicago, IL 60606

CTIC-HE

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 21, 2010, is made and executed between B & J Wire, Inc., and Illinois corporation, whose address is 1919 S. Fairfield Avenue, Chicago, IL 60608 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 16, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on June 20, 2006 as Document #0617126163 and Document #0617126164 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

**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 2643 W. 19th Street, Chicago, IL 60608. The Real Property tax identification number is 16-24-415-003, 16-24-415-004, 16-24-415-005, 16-24-415-006, 16-24-415-007, 16-24-415-044, 16-24-415-045, 16-24-415-047.

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated June 16, 2006 in the original principal amount of \$900,000.00 to Lender bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; and a Promissory Note dated May 21, 2010 in the original principal amount of \$500,000.00 to Lender bearing a variable interest rate based upon an index together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and

333-CT

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

Loan No: 296086

Page 2

substitutions for the Promissory Note;(2) 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 the amount of \$1,400,000.00; and (3) the following paragraphs are hereby added to the Mortgage:

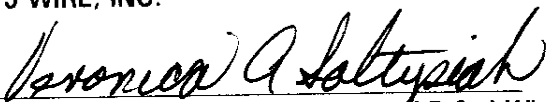
**Revolving Line of Credit**

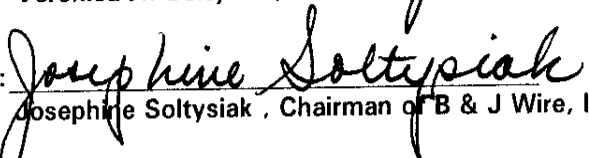
Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note 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. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents.

**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.

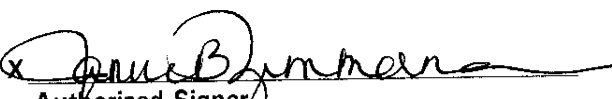
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 21, 2010.**

**GRANTOR:****B & J WIRE, INC.**

By:   
Veronica A. Soltysiak, President of B & J Wire, Inc.

By:   
Josephine Soltysiak, Chairman of B & J Wire, Inc.

**LENDER:****HARRIS N.A.**

  
Authorized Signer

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 296086

Page 3

### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 1<sup>st</sup> day of July, 2010 before me, the undersigned Notary Public, personally appeared **Veronica A. Soltysiak, President of B & J Wire, Inc. and Josephine Soltysiak, Chairman of B & J Wire, Inc.**, and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Tamela Carpenter Residing at 111 W. Monroe

Notary Public in and for the State of Illinois

My commission expires 8-13-11



Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 296086

Page 4

### LENDER ACKNOWLEDGMENT

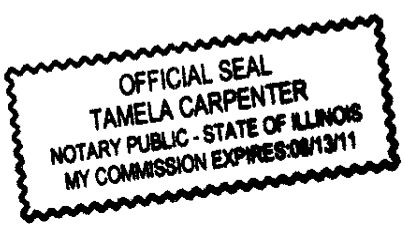
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 15<sup>th</sup> day of July, 2010 before me, the undersigned Notary Public, personally appeared Jance Zimmerman and known to me to be the Vice President, authorized agent for **Harris N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Harris N.A.**, duly authorized by **Harris 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 **Harris N.A.**

By Tamela Carpenter Residing at 111 W. Monroe

Notary Public in and for the State of Illinois

My commission expires 8-13-11



DEPT. OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

## Exhibit A

### Parcel 1:

Lots 4, 5, 6, 7, 8, 9, 10 and 11 in Block 6 in McMahan's Subdivision of the West 1/2 of the West 1/2 of the South East 1/4 of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

And also,

All that part of Lots 2 and 3 in Block 6 in McMahan's Subdivision aforesaid being more particularly described as follows:

Commencing at the Southeast corner of said Lot 3 thence North on the East line of said Lots 2 and 3, 43.65 feet to a point in the East line of said Lot 2 thence Southwesterly to a point on the West line of said Lot 3, 8.9 feet North of the Southwest corner of said Lot thence South 8.9 feet to the Southwest corner of said Lot 3 thence East on the South line of said Lot 3 to the point of beginning, all in Cook County, Illinois.

### Parcel 2:

Lots 12, 13, 14, 15, 16 and 17 in Block 6 in McMahan's Subdivision of the West 1/2 of the West 1/2 of the South East 1/4 of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

### Parcel 3:

Lots 12 to 15 in Block 10 in the subdivision of Blocks 10 to 15 in Walkers Douglas Park Addition in the East 1/2 of the South East 1/4 and the East 1/2 of the West 1/2 of the South East 1/4 of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

And also,

Lot 16 through 18 and the East 6 feet of Lot 19 in Block 10 in subdivision of Blocks 10 to 15 in Walkers Douglas Park Addition Subdivision of the East 1/2 of the South East 1/4 and the East 1/2 of the West 1/2 of the South East 1/4 (except railroad lands) of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

And also,

The west 18 feet of Lot 19, all of Lot 20 and Lot 21 (except the West 4 feet thereof) in Block 10 in the Subdivision of Blocks 10, 11, 12, 13, 14 and 15 in Walker's Douglas Park Addition, being a subdivision of the East 1/2 of the South East 1/4 and the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;