

# UNOFFICIAL COPY

AND RECORD AND RETURN TO:

Return to:  
Corporation Service Company  
301 Stevenson Drive  
Springfield, IL 62708

ADDRESS OF PROPERTY:

113-125 N. Green Street  
Chicago, Illinois 60603

PIN: 17-08-442-005-0000  
17-08-442-006-0000  
17-08-442-007-0000



Doc#: 1025034092 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/07/2010 02:13 PM Pg: 1 of 6

For Recorder's Use Only

## THIRD MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS THIRD MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF LEASES AND RENTS (this "Modification Agreement"), made as of June 30, 2010 by and between CHICAGO-ALLIS MANUFACTURING CORPORATION, a Delaware corporation ("Mortgagor"), and THE PRIVATEBANK AND TRUST COMPANY ("Mortgagee").

### WITNESSETH:

THAT WHEREAS, pursuant to a Loan Agreement dated as of July 2, 2008 by and between Mortgagor and Mortgagee, as amended from time to time, Mortgagee restructured two loans to Mortgagor into a loan in the then principal amount of \$3,396,992.00 (the "Loan").

Repayment of the Loan is secured, in part, pursuant to that certain Mortgage and Security Agreement (the "Mortgage") dated as of July 2, 2008 and recorded in the Office of the Cook County Recorder of Deeds (the "Recorder") on December 11, 2008 as Document No. 0834610032 and by that certain Collateral Assignment of Leases and Rents dated as of July 2, 2008 and recorded with the Recorder on December 11, 2008, as Document No. 0834610033 (the "Assignment"), which Mortgage and Assignment were modified pursuant to a Modification of Mortgage and Security Agreement and Collateral Assignment of Leases and Rents dated as of July 1, 2009, and recorded with the Recorder on November 18, 2009 as Document No. 0932234098 and by a Second Modification of Mortgage and Security Agreement and Collateral Assignment of Leases and Rents dated as of January

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1, 2010 and recorded with the Recorder on January 28, 2010 as Document No. 1002829084.

The Mortgagor has requested and the Mortgagee has agreed to extend the maturity of the Loan, the current principal balance of which is \$3,273,057.53, to December 31, 2010.

The parties hereto desire to enter into this Modification Agreement for the purpose of modifying the Mortgage and Assignment to provide that the Loan, as extended, is secured by the Mortgage and Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recital provisions are incorporated herein by reference and made a part hereof.

2. Subparagraph (a) on Page 5 of the Mortgage is hereby amended as follows:

“(a) any and all sums due or owing under that certain Promissory Note dated July 2, 2008 executed by Mortgagor to Mortgagee in the principal sum of \$3,396,992.00, as amended from time to time, including by that certain \$3,273,057.53 Third Amended and Restated Promissory Note dated as of June 30, 2010, and all extensions, renewals, modifications and substitutions thereof (the “Note”).”

3. Paragraph 2(a) of the Assignment is amended in its entirety as follows:

“(a) that certain Promissory Note dated July 2, 2008 in the principal amount of \$3,396,992.00 executed by Assignor and payable to the order of Assignee, as amended from time to time, including by that certain \$3,273,057.53 Third Amended and Restated Promissory Note of even date herewith, and any and all modifications, renewals, substitutions or extensions thereof (the “Note”).”

4. Except as hereinabove otherwise provided, all terms and provisions of the Mortgage and Assignment shall remain unchanged and in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

**Signature Page Follows**

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IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement as of the date set forth above.

CHICAGO-ALLIS MANUFACTURING CORPORATION

By: Charlan B. Hamill

Printed Name and Title: Charlan B. Hamill, President and COO

THE PRIVATEBANK AND TRUST COMPANY

By: Derek Sammons

Printed Name and Title: DEREK SAMMONS, MANAGING DIRECTOR

Property of Cook County Clerk's Office



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STATE OF Illinois )  
 )  
COUNTY OF DeKalb ) SS:

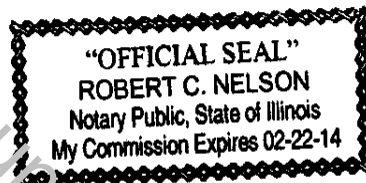
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Derek Sammons, the Managing Director of THE PRIVATEBANK AND TRUST COMPANY personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, as of the 30<sup>th</sup> day of June, 2010.

Robert C. Nelson  
Notary Public

Commission expires:

2-22-14



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## EXHIBIT A

### Legal Description

LOTS 11, 12, 13, 14, 15, 18, 19 AND 22 IN THE SUBDIVISION OF BLOCK 37 OF CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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