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THIS INSTRUMENT PREPARED BY:
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Cohen, Salk & Huvard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

Doc#: 1025322025 Fee: \$66.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/10/2010 09:08 AM Pg: 1 of 15

AND AFTER RECORDING MAIL TO:
MB Financial Bank, N.A.
Attn: Maria Di Giannantonio
6111 North River Road
Rosemont, IL 60018

FIFTH MODIFICATION AGREEMENT

THIS FIFTH MODIFICATION AGREEMENT (this "Agreement") is entered into as of the 10th day of June, 2010 by and between KOSTNER STREET L.L.C., an Illinois limited liability company (herein, the "Mortgagor"), and MB FINANCIAL BANK, N.A. f/k/a Manufacturers Bank (herein, the "Mortgagee").

WHEREAS, Mortgagee extended to Mortgagor a \$1,050,000.00 mortgage loan (the "Mortgage Loan"); and

WHEREAS, to secure payment of the Mortgage Loan and certain other indebtedness, Mortgagor executed (i) a certain Mortgage and Security Agreement dated as of December 10, 1998 (the "Mortgage") mortgaging, granting and conveying to Mortgagee the Premises (as defined in the Mortgage), including the real estate described in **Exhibit "A"** attached hereto and incorporated herein by reference, and (ii) a certain Assignment of Rents and of Lessor's Interest in Leases dated December 10, 1998 (the "Assignment of Rents") assigning to Mortgagee all leases of the Premises (as defined in the Mortgage, as modified by the First Modification Agreement described below), whether then existing or thereafter created, together with all rents and other sums payable thereunder; and

WHEREAS, the Mortgage and Assignment of Rents were recorded on December 17, 1998, in the office of the Recorder of Deeds of Cook County, Illinois as Documents No. 08147786 and 08147787, respectively; and

WHEREAS, pursuant to First Modification Agreement dated as of July 22, 2003, the Mortgage and Assignment of Rents was modified to reflect a release of a portion of the Premises and to expand the Mortgage to cover a substituted portion of land described in **Exhibit "A"** (which substituted portion became part of the term "Premises" as hereinafter used); and

WHEREAS, pursuant to Second Modification Agreement dated as of January 1, 2004, the Mortgage and Assignment of Rents was modified to reflect an extension of the Mortgage

S Yes
P 15
S NO
M Yes
SO Yes
E NO
INT 15

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Loan from January 1, 2004 to July 1, 2004; and

WHEREAS, pursuant to Third Modification Agreement dated as of September 24, 2004, the Mortgage and Assignment of Rents was modified to reflect a renewal of the Mortgage Loan from September 24, 2004 to October 10, 2009, and an increase in the loan secured thereby to \$2,900,000.00; and

WHEREAS, pursuant to Fourth Modification Agreement dated as of December 10, 2009, the Mortgage and Assignment of Rents was modified to reflect a renewal of the Mortgage Loan in the principal amount of \$2,628,583.87 from December 10, 2009 to June 10, 2010; and

WHEREAS, the outstanding principal balance of the Mortgage Loan is currently \$2,599,731.69; and

WHEREAS, Mortgagor has asked the Mortgagee to extend the maturity date of the Mortgage Loan from June 10, 2010 until December 10, 2010; and

WHEREAS, Mortgagee has consented to such loan request;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Mortgage held by Mortgagee is a valid, first and subsisting lien on the Premises and that the execution of this Agreement will not impair the first lien of the Mortgage and that there is no existing second mortgage or other liens subsequent to the lien of the Mortgage held by Mortgagee, except those if any, in favor of Mortgagee (for breach of which conditions, or any of them, this Agreement, at the sole election of Mortgagee, shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The Mortgagor and Mortgagee represent and agree that the foregoing recitals are true and correct. All capitalized terms used herein without definition shall have the same respective meanings herein as such terms have in the Mortgage.
2. The first "Whereas" clause on page 1 of the Mortgage is hereby amended in its entirety to read as follows:

"WHEREAS, the Mortgagor has executed and delivered to the Mortgagee, the Mortgagor's Renewal Mortgage Note dated December 10, 2009, payable to the order of Mortgagee, in the principal sum of Two Million Six Hundred Twenty Eight Thousand Five Hundred Eighty Three and 87/100 Dollars (\$2,628,583.87), as modified by Note Extension Agreement dated June 10, 2010 between Mortgagor and Mortgagee (herein called the "Note") bearing interest at the fixed rate of six and three one-hundredths percent (6.03%) per annum, due in the manner as provided therein and in any event on December 10, 2010 (as such maturity date may be extended by the Mortgagee from time to time in its sole discretion), the terms and provisions of which Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and"

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3. The term "Note as used in the Mortgage and hereinbelow shall hereafter be deemed to refer to the Mortgagor's renewal mortgage note dated December 10, 2009 in the principal sum of \$2,628,583.87, as modified by Note Extension Agreement dated June 10, 2010 between Mortgagor and Mortgagee, payable to the order of Mortgagee in installments of principal and interest as therein described, with a final balloon payment due on December 10, 2010, and all references to "Mortgage Loan" below shall mean the renewal mortgage loan in the original principal sum of \$2,628,583.87 evidenced by the Note.

4. The first and second "WHEREAS" clauses on page 1 of the Assignment of Rents" are hereby amended in their entirety to read as follows:

" **WHEREAS**, Assignor has executed renewal mortgage note dated December 10, 2009, payable to the order of MB FINANCIAL BANK, N.A. f/k/a Manufacturers Bank (hereinafter referred to as "Assignee") in the principal amount of Two Million Six Hundred Twenty Eight Thousand Five Hundred Eighty Three and 87/100 Dollars (\$2,628,583.87), as modified by Note Extension Agreement dated June 10, 2010 between Assignor and Assignee (hereinafter referred to as "Note"), together with interest thereon calculated at the fixed rate per annum set forth in the Note, due in the manner as provided therein and in any event on December 10, 2010 (as such maturity date may be extended by the Assignee from time to time in its sole discretion), the terms and provisions of which Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and"

WHEREAS, to secure the payment of the Note, Assignor has executed a mortgage and security agreement dated December 10, 1998 (such mortgage, as heretofore modified from time to time and as concurrently being modified, hereinafter referred to as the "Mortgage") conveying to Assignee the real estate legally described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter referred to as the "Premises"); and"

5. Mortgagor acknowledges and agrees that the Mortgage and Assignment of Rents are and as amended hereby shall remain in full force and effect, and that the Premises are and shall remain subject to the liens granted and provided for by the Mortgage and Assignment of Rents, as modified hereby, for the benefit and security of all Indebtedness Hereby Secured (as defined in the Mortgage), including, without limit, the payment of the Mortgage Loan and any and all modifications, refinancings, extensions and renewals thereof or thereto.

6. Nothing contained in this Agreement shall in any manner impair the Mortgage or Assignment of Rents, as modified hereby, or the first liens created by the Mortgage or Assignment of Rents, as modified hereby, or any other loan documents executed in connection with the Mortgage Loan, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the foregoing documents, except as expressly provided in this Agreement, or affect or impair any rights, powers, or remedies of Mortgagee under any of the foregoing documents.

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EXHIBIT "A"

Legal Description

PARCEL 1:

THE NORTH 248 FEET OF THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 300 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 WITH A STRAIGHT LINE DRAWN FROM A POINT ON SAID EAST LINE OF THE WEST 300 FEET WHICH IS 686.25 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 WHICH IS 685.15 FEET SOUTH OF THE NORTHEAST CORNER THEREOF AND RUNNING THENCE EAST ALONG THE ABOVE MENTIONED STRAIGHT LINE A DISTANCE OF 393.47 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 640.48 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 640.48 FEET A DISTANCE OF 634.91 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 394.72 FEET TO ITS INTERSECTION WITH SAID EAST LINE OF THE WEST 300 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; AND THENCE NORTH ALONG SAID EAST LINE OF THE WEST 300 FEET A DISTANCE OF 635.35 FEET TO THE POINT OF BEGINNING; (EXCEPT THAT PART USED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY FOR A SWITCH TRACK, BEGINNING AT THE SOUTHEAST CORNER OF SAID PREMISES HEREINBEFORE CONVEYED AND RUNNING THENCE NORTHWESTERLY IN AN ARC TO A POINT WHERE THE SOUTHERLY LINE OF SUCH SWITCH TRACK PROPERTY MEETS THE WEST LINE OF SAID PREMISES HEREINBEFORE CONVEYED AT A POINT 256.92 FEET NORTH OF THE SOUTHWEST CORNER OF SAID PREMISES HEREINBEFORE CONVEYED; ALSO, EXCEPTING FROM SAID

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PREMISES THAT PART CONVEYED TO ZENITH RADIO CORPORATION BY AN INSTRUMENT RECORDED JUNE 16 , 1960 AS DOCUMENT NUMBER 17883825, BEING THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE (HEREINAFTER REFERRED TO AS "FIRST MENTIONED EAST LINE") OF THE WEST 300 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 WITH A STRAIGHT LINE (HEREINAFTER REFERRED TO AS "FIRST MENTIONED STRAIGHT LINE") DRAWN FROM A POINT ON THE ABOVE DESCRIBED FIRST MENTIONED EAST LINE WHICH IS 686.25 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 WHICH IS 685.15 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; AND RUNNING THENCE EAST ALONG THE ABOVE FIRST MENTIONED STRAIGHT LINE A DISTANCE OF 393.47 FEET TO ITS INTERSECTION WITH THE WEST LINE (HEREINAFTER REFERRED TO AS "WEST LINE") OF THE EAST 640.48 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 320 FEET; THENCE WEST ALONG A STRAIGHT LINE (HEREINAFTER REFERRED TO AS "SECOND MENTIONED STRAIGHT LINE") LOCATED 320 FEET SOUTH OF AND PARALLEL WITH THE ABOVE DESCRIBED FIRST MENTIONED STRAIGHT LINE A DISTANCE OF 393.47 FEET, MORE OR LESS, TO THE INTERSECTION OF SUCH SECOND MENTIONED STRAIGHT LINE WITH THE ABOVE DESCRIBED FIRST MENTIONED EAST LINE; AND THENCE NORTH ALONG SAID FIRST MENTIONED EAST LINE A DISTANCE OF 320 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 350 FEET OF THE SOUTH 75 FEET OF THE NORTH 323 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST 300 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3 (TAKEN AS A TRACT) FOR A SWITCH TRACT OR TRACK AS CREATED BY DEED FROM MARTIN J. HANSON AND ANN C. HANSON, HUSBAND AND WIFE, AND MARTIN J.

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HANSON AS TRUSTEE UNDER LAST WILL AND TESTAMENT OF JOHN C. HANSON, DECEASED; LOUIS E. HANSON AND LILLIAN E. HANSON AS TRUSTEES UNDER THE LAST WILL AND TESTAMENT OF LOUIS J. HANSON, DECEASED, TO THE PYLE-NATIONAL COMPANY, CORPORATION OF NEW JERSEY, DATED DECEMBER 31, 1948 AND RECORDED JANUARY 31, 1949 AS DOCUMENT NUMBER 14488015 AS REVISED AND RECORDED JUNE 30, 1950 AS DOCUMENT NUMBER 14840790 AND AS AMENDED BY GRANT BY ZENITH RADIO CORPORATION, CORPORATION OF ILLINOIS, TO THE PYLE-NATIONAL COMPANY, CORPORATION OF NEW JERSEY, DATED FEBRUARY 26, 1951 AND RECORDED JULY 24, 1951 AS DOCUMENT NUMBER 15129705 SAID SWITCH TRACK BEING LOCATED ON THE PREMISES, BEING THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3, WHICH IS 640.48 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND RUNNING THENCE NORTH ON A LINE WHICH IS PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 FOR THE DISTANCE OF 18 FEET TO A POINT; THENCE WEST ON A LINE WHICH IS PARALLEL WITH THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 FOR A DISTANCE OF 25.75 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON CURVED LINE TANGENT TO SAID LAST DESCRIBED LINE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 373.07 FEET, A DISTANCE OF 352.52 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING NORTHWESTERLY ON A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 349.27 FEET, A DISTANCE OF 203.61 FEET TO A POINT IN THE EAST LINE OF THE WEST 300 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 300 FEET, A DISTANCE OF 105.22 FEET, TO A POINT WHICH IS 256.92 FEET NORTH OF THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTHWEST, CONCENTRIC WITH SAID LAST DESCRIBED CURVED LINE AND HAVING A RADIUS OF 369.27 FEET FOR A DISTANCE OF 108.68 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING SOUTHEASTERLY IN A CURVED LINE CONVEX TO THE SOUTHWEST, CONCENTRIC WITH SAID FIRST DESCRIBED CURVED LINE AND HAVING A RADIUS OF 393.07 FEET A DISTANCE OF 331.75 FEET TO A POINT IN THE SAID SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE EAST ALONG SAID SOUTH LINE A DISTANCE OF 65.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 5:

EASEMENT TO CONSTRUCT AND MAINTAIN A REASONABLE NUMBER OF CROSSINGS OVER AND ACROSS THE SWITCH TRACK FOR VEHICLES AND PEDESTRIANS IN CONNECTION WITH INGRESS TO AND EGRESS FROM PARCELS 1, 2 AND 3 (TAKEN AS A TRACT) AS CREATED BY GRANT FROM ZENITH RADIO CORPORATION, CORPORATION OF ILLINOIS, TO THE PYLE-NATIONAL COMPANY, CORPORATION OF NEW JERSEY, DATED FEBRUARY 26, 1951 AND RECORDED JULY 24, 1951 AS DOCUMENT NUMBER 15129705 OVER AND ACROSS THE SWITCH TRACK USED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, BEING THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3, WHICH IS 640.48 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND RUNNING THENCE NORTH ON A LINE WHICH IS PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 FOR THE DISTANCE OF 18 FEET TO A POINT; THENCE WEST ON A LINE WHICH IS PARALLEL WITH THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 FOR A DISTANCE OF 25.76 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON A CURVED LINE TANGENT TO SAID LAST DESCRIBED LINE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 373.07 FEET A DISTANCE OF 352.52 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING NORTHWESTERLY ON A CURVED LINE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 349.27 FEET, A DISTANCE OF 203.61 FEET TO A POINT IN THE EAST LINE OF THE WEST 300 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 300 FEET, A DISTANCE OF 105.22 FEET, TO A POINT WHICH IS 236.92 FEET NORTH OF THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTHWEST, CONCENTRIC WITH SAID LAST DESCRIBED CURVED LINE AND HAVING A RADIUS OF 369.27 FEET FOR A DISTANCE OF 108.68 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING SOUTHEASTERLY IN A CURVED LINE CONVEX TO THE SOUTHWEST, CONCENTRIC WITH SAID FIRST DESCRIBED CURVED LINE AND HAVING A RADIUS OF 393.07 FEET A DISTANCE OF 331.75 FEET TO A POINT IN THE SAID SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE EAST ALONG SAID SOUTH LINE A DISTANCE OF 65.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3 AS CREATED BY DEED FROM KLING BROTHERS ENGINEERING WORKS, A CORPORATION OF ILLINOIS, TO THE PYLE-NATIONAL COMPANY, A CORPORATION OF NEW JERSEY, DATED NOVEMBER 18, 1948 AND RECORDED NOVEMBER 23, 1948 AS DOCUMENT NUMBER 14448649 TO CONSTRUCT AND USE SWITCH TRACK AND ALSO, IF NECESSARY, A SWITCH OVER AND ACROSS AND UPON THE EAST 148 FEET OF THE WEST 498 FEET OF THE NORTH 36 FEET OF THE SOUTH 75 FEET OF THE NORTH 323 FEET OF THE NORTH 1/2 OF THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST 300 FEET THEREOF.

PARCEL 7:

EASEMENT TO EXTEND THE PRIVATE SEWER SYSTEM INTO PARCEL 2 FOR THE PURPOSE OF PROVIDING DRAINAGE FOR PARCEL 2 AS CREATED BY AGREEMENT BETWEEN ZENITH RADIO CORPORATION, CORPORATION OF ILLINOIS, AND THE PYLE-NATIONAL COMPANY, CORPORATION OF NEW JERSEY, DATED AUGUST 1, 1951 AND RECORDED JANUARY 2, 1952 AS DOCUMENT NUMBER 15246124 OF THE PRIVATE SEWER SYSTEM LOCATED IN AND UNDER THE NORTH AND SOUTH ROAD DESCRIBED AS FOLLOWS:

THE WEST 15 FEET OF THE EAST 640.48 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING NORTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 WHICH POINT IS 586.25 FEET SOUTH OF THE NORTH LINE OF SAID SECTION TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 WHICH POINT IS 685.15 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4);

ALSO,

THE EAST 15 FEET OF THE SWITCH TRACK PROPERTY DESCRIBED AS PARCEL 4 AFORESAID, AND ITS CONNECTION TO SEWERS IN NORTH KOSTNER AVENUE SAID CONNECTION TO BE LOCATED IN A STRIP OF LAND APPROXIMATELY 25 FEET, MORE OR LESS, SOUTH OF THE NORTH LINE OF THE PREMISES DESCRIBED AS FOLLOWS:

THE EAST 640.48 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD

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PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING NORTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, WHICH POINT IS 686.25 FEET SOUTH OF THE NORTH LINE OF SAID SECTION TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4, WHICH POINT IS 685.15 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4), IN COOK COUNTY, ILLINOIS.

PARCEL 8:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, AND 3 (TAKEN AS A TRACT) AS CREATED BY AGREEMENT BETWEEN ZENITH RADIO CORPORATION, CORPORATION OF DELAWARE, AND THE PYLE-NATIONAL COMPANY, CORPORATION OF NEW JERSEY, DATED JUNE 4, 1960 AND RECORDED JUNE 17, 1960 AS DOCUMENT NUMBER 17885172 FOR A PRIVATE WAY OR ROAD FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND ACROSS THE WEST 15 FEET OF THE EAST 640.48 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING NORTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, WHICH POINT IS 686.25 FEET SOUTH OF THE NORTH LINE OF SAID SECTION TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4, WHICH POINT IS 685.15 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4);

ALSO,

THE EAST 15 FEET OF THE SWITCH TRACK PROPERTY DESCRIBED AS PARCEL 4, AFORESAID;

ALSO,

THE SOUTH 15 FEET OF THE EAST 640.48 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 15 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 9:

EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY AGREEMENT BETWEEN THE JOHNSON CHAIR COMPANY, CORPORATION OF ILLINOIS, WITH LOUIS HANSON AND LOUIS HANSON COMPANY, CORPORATION OF

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ILLINOIS, DATED MAY 29, 1908 AND RECORDED JULY 20, 1908 AS DOCUMENT NUMBER 4233763 AS AMENDED BY AGREEMENT DATED JANUARY 23, 1909 AND RECORDED FEBRUARY 5, 1909 AS DOCUMENT NUMBER 4324798 AND AS MODIFIED BY AGREEMENT BETWEEN ZENITH RADIO CORPORATION, CORPORATION OF DELAWARE, AND THE PYLE-NATIONAL COMPANY, CORPORATION OF NEW JERSEY, AND OTHERS DATED DECEMBER 1, 1959 AS DOCUMENT NUMBER 17439012 FOR A PRIVATE ROADWAY FOR INGRESS AND EGRESS OF VEHICLES AND PEDESTRIANS ON, OVER AND ACROSS A STRIP OF LAND 40 FEET WIDE, THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH POINT IS 686.25 FEET SOUTH OF THE NORTH LINE OF SAID SECTION; THENCE EAST TO A POINT IN THE EAST LINE OF THE NORTHWEST 1/4 WHICH POINT IS 685.15 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 (EXCEPT THAT PART IN THE EAST 33 FEET OF THE NORTHWEST 1/4), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 10:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY WARRANTY DEED FROM CHARLES KLING AND DORTHEA KLING, HUSBAND AND WIFE, TO THE PYLE-NATIONAL COMPANY, CORPORATION OF NEW JERSEY, DATED JULY 24, 1916 AND RECORDED JULY 28, 1916 AS DOCUMENT NUMBER 5919740 FOR LIGHT AND AIR OVER A STRIP OF LAND 15 FEET WIDE IMMEDIATELY ADJOINING THE SOUTH LINE OF PARCEL 1 FOR A DISTANCE OF 755.96 FEET WEST FROM THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11 (ALSO REFERRED TO AS PARCEL 12-D):

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3, WHICH IS 640.48 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND RUNNING THENCE NORTH ON A LINE, WHICH IS PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 FOR THE

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DISTANCE OF 18.00 FEET TO A POINT; THENCE WEST ON A LINE, WHICH IS PARALLEL WITH THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 FOR A DISTANCE OF 25.76 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON A CURVED LINE TANGENT TO SAID LAST DESCRIBED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 373.07 FEET, A DISTANCE OF 267.33 FEET TO A POINT ON A LINE THAT IS 109.75 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3; THENCE WEST ALONG SAID LINE 109.75 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 29.50 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 393.07 FEET, A DISTANCE OF 264.24 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE EAST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 65.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

AND EXCEPTING THEREFROM FROM THE AFORESAID PARCELS THOSE PARTS FALLING IN THE FOLLOWING DESCRIBED PARCELS REFERRED TO AS PARCELS 12-B AND 12-C, TO WIT:

PARCEL 12-B:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3, WHICH IS 640.48 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND RUNNING THENCE NORTH ON A LINE, WHICH IS PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 FOR THE DISTANCE OF 18.00 FEET TO A POINT; THENCE WEST ON A LINE, WHICH IS PARALLEL WITH THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 FOR A DISTANCE OF 25.76 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON A CURVED LINE, TANGENT TO SAID LAST DESCRIBED LINE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 373.07 FEET, A DISTANCE OF 267.33 FEET TO A POINT OF A LINE, THAT IS 109.75 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3; THENCE WEST ALONG SAID LINE 109.75 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 29.50 FEET TO A POINT OF CURVE AND THE POINT OF BEGINNING OF

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THIS DESCRIPTION; THENCE NORTHWESTERLY ON A CURVED LINE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 393.07 FEET A DISTANCE OF 67.51 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING NORTHWESTERLY ON A CURVED LINE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 369.27 FEET, A DISTANCE OF 108.70 FEET TO A POINT ON THE EAST LINE OF THE WEST 300.00 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, WHICH IS 256.92 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG SAID EAST LINE OF WEST 300.00 FEET, A DISTANCE OF 147.18 FEET TO SAID LINE 109.75 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE EAST ALONG SAID LINE 109.75 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 94.22 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 12-C:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 300.00 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, WITH A STRAIGHT LINE DRAWN FROM A POINT ON SAID EAST LINE OF WEST 300.00 FEET, WHICH IS 686.25 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, WHICH IS 685.15 FEET SOUTH OF THE NORTHEAST CORNER THEREOF AND RUNNING THENCE EAST ALONG THE ABOVE MENTIONED STRAIGHT LINE A DISTANCE OF 393.47 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 640.48 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 640.48 FEET, A DISTANCE OF 616.91 FEET TO A POINT 18.00 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST ON A LINE WHICH IS PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 FOR A DISTANCE OF 25.76 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON A CURVED LINE, TANGENT TO SAID LAST DESCRIBED LINE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 373.07 FEET, A DISTANCE OF 352.52 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING NORTHWESTERLY ON A CURVED LINE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 349.27 FEET, A DISTANCE OF 203.61 FEET TO A POINT ON THE EAST LINE OF THE WEST 300.00 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH ALONG SAID EAST LINE OF WEST 300.00 FEET, A DISTANCE OF 273.18 FEET TO POINT OF BEGINNING,

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EXCEPTING FROM SAID PREMISES THAT PART CONVEYED TO ZENITH RADIO CORPORATION BY AN INSTRUMENT RECORDED JUNE 16, 1960 AS DOCUMENT 17883825, BEING THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE (HEREINAFTER REFERRED TO AS "FIRST MENTIONED EAST LINE") OF THE WEST 300.00 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, WITH A STRAIGHT LINE (HEREINAFTER REFERRED TO AS "FIRST MENTIONED STRAIGHT LINE") DRAWN FROM A POINT ON THE ABOVE DESCRIBED "FIRST MENTIONED EAST LINE", WHICH IS 686.25 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, WHICH IS 685.15 FEET SOUTH OF THE NORTHEAST CORNER THEREOF AND RUNNING THENCE EAST ALONG THE ABOVE "FIRST MENTIONED STRAIGHT LINE", A DISTANCE OF 393.47 FEET TO ITS INTERSECTION WITH THE WEST LINE (HEREINAFTER REFERRED TO AS "WEST LINE") OF THE EAST 640.48 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 320.00 FEET; THENCE WEST ALONG A STRAIGHT LINE (HEREINAFTER REFERRED TO AS "SECOND MENTIONED STRAIGHT LINE"), LOCATED 320.00 FEET SOUTH OF AND PARALLEL WITH THE ABOVE DESCRIBED "FIRST MENTIONED STRAIGHT LINE", A DISTANCE OF 393.47 FEET, MORE OR LESS, TO THE INTERSECTION OF SUCH "SECOND MENTIONED STRAIGHT LINE" WITH THE ABOVE DESCRIBED "FIRST MENTIONED EAST LINE" AND THENCE NORTH ALONG SAID "FIRST MENTIONED EAST LINE", A DISTANCE OF 320.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-03-105-020-0000, 16-03-105-032-0000, 16-03-106-002-0000 and
16-03-106-018-0000

Street Address: 1334 N. Kostner Avenue, Chicago, Illinois

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7. Mortgagor agrees to reimburse Mortgagee for all of Mortgagee's out-of-pocket expenses incurred in connection with the aforesaid loan extension, including, without limitation, title company charges, recording fees and reasonable attorneys' fees.

8. Except as specifically amended and modified hereby, all of the terms and conditions of the Mortgage and Assignment of Rents shall stand and remain unchanged and in full force and effect. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

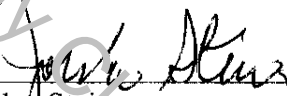
9. Mortgagee hereby acknowledges and confirms that its junior Mortgage and Assignment of Rents dated August 30, 2002 and recorded against the Premises as Documents No. 0021050753 and 0021050754 are subject and subordinate in all respects to the Mortgage and Assignment of Rents.

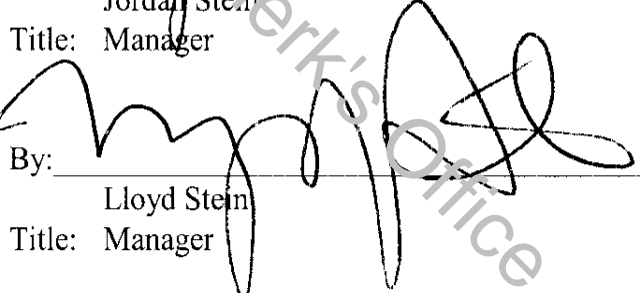
10 This Agreement shall be binding upon Mortgagor, its successors and assigns, and shall inure to the benefit of the Mortgagee, its successors and assigns.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Fifth Modification Agreement as of the day and year first above written.

MORTGAGOR:

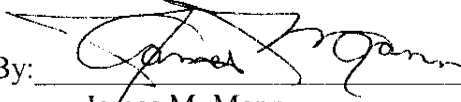
KOSTNER STREET L.L.C.,
an Illinois limited liability company

By: 
Jordan Stein
Title: Manager

By: 
Lloyd Stein
Title: Manager

MORTGAGEE:

MB FINANCIAL BANK, N.A.

By: 
James M. Mann
Title: Senior Vice President

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jordan Stein and Lloyd Stein, the Managers of Kostner Street L.L.C., an Illinois limited liability company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managers, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such Managers of said limited liability company as their own free and voluntary acts and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of July, 2010.

Deloris Staples
 Notary Public

My Commission Expires: _____



STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that James M. Mann, a Senior Vice President of MB Financial Bank, N.A., a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed 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 notarial seal this 29nd day of July, 2010.

Deloris Staples
 Notary Public

My Commission Expires: _____

