

# UNOFFICIAL COPY



THIS INSTRUMENT AMENDS  
A MORTGAGE DATED JANUARY 26, 2006  
AND RECORDED AS IN  
DOCUMENT NO. 0603934059 OF  
RECORDS OF COOK  
COUNTY, ILLINOIS

Doc#: 1030145018 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/28/2010 09:39 AM Pg: 1 of 4

## MORTGAGE MODIFICATION

IN CONSIDERATION of the extension or continuation of credit to M & H DEVELOPMENT GROUP LLC (the "Grantor") by MIDWEST BANKCENTRE (the "Bank"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees as follows:

1. The Mortgage described above (the "Mortgage") encumbers the real property described in **EXHIBIT A** hereto and secures the following promissory notes of Grantor or other entities to the Bank as of the date hereof (the "Obligations"). Other obligations may also be secured by the Mortgage and the failure to list any other obligation of Grantor to the Bank shall not impair any rights that the Bank may have under the Mortgage.

<i>Obligor on Note</i>	<i>Date of Obligation Maturity Date</i>	<i>Unpaid Principal of Obligation</i>
M&H Development Group, LLC	January 27, 2006 June 1, 2011	\$ <u>1,834,966.14</u>
David Mason & Associates, Inc.	August 8, 2006 August 8, 2011	\$ <u>107,834.82</u>
M&H Development Group, LLC	October 30, 2001 April 30, 2011	\$ <u>288,396.91</u>
David Mason & Associates, Inc. David Mason & Associates of Illinois, Ltd David Mason of Texas, LLC	March 25, 2009 February 5, 2011	\$ <u>1,550,000.00</u>
M&H Development Group, LLC	August 8, 2006 August 8, 2011	\$ <u>99,734.85</u>
David Mason & Associates of Texas, LLC	March 25, 2009 September 25, 2014	\$ <u>86,141.87</u>
M&H Development Group, LLC	January 29, 2009 December 5, 2011	\$ <u>294,091.56</u>

2. The following is added to the Mortgage: **"AMENDMENTS AND MODIFICATIONS.** The holder of this Mortgage with the consent of the Grantor may modify any terms of this Mortgage, or the terms of any indebtedness which this Mortgage secures with the consent of the indebted party, or take any actions with respect to the property described in the Mortgage, in any manner (including, without

S NO  
P 4  
S NO  
M NO  
SC Yes  
E Yes  
INT Yes

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limitation increasing the rate of interest applicable to any indebtedness, or increasing the length of time to pay any indebtedness, or modify any other agreements with the Grantor which may affect in any way this Mortgage and the rights of the holder hereof under this Mortgage) without the prior consent of, or notice to, any other person or entity who has any interest in the property described in this Mortgage and no such modification shall in any way impair the priority of this Mortgage or the rights of the holder of this Mortgage, even if such modification is prejudicial to the rights or interests of any other person or entity.

3. This Agreement shall not be deemed to constitute an alteration, waiver, annulment or variation of any of the terms and conditions of any Obligation or the Mortgage as heretofore amended except as expressly set forth herein. Any term or condition of any Obligation or the Mortgage that is inconsistent with this Agreement is deemed modified to be consistent herewith. The Grantor hereby waives and releases all rights and benefits under and by virtue of any homestead exemption or marital laws of the state in which any property is located with respect to the property described in the Mortgage as amended. If for any reason this Agreement is invalid, any Obligation and the Mortgage shall be enforceable according to their original terms as heretofore amended. All representations, warranties and covenants made by Grantor in the Mortgage are hereby confirmed by Grantor as of the date hereof.

4. This Agreement shall be binding upon and inure to the benefit of the Grantor and the Bank and their respective successors, assigns, heirs and representatives.

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first written above.

**GRANTOR**

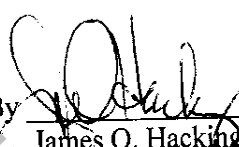
NO SEAL

M&H DEVELOPMENT GROUP, LLC

By

  
David W. Mason  
Managing Member

By

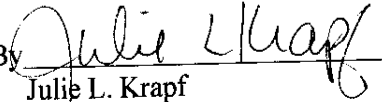
  
James O. Hacking  
Managing Member

**LENDER**

BANK SEAL

MIDWEST BANKCENTRE

By

  
Julie L. Krapf  
Senior Vice President

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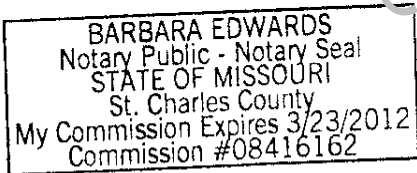
## ENTITY NOTARIZATION

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS )

On August 5, 2010, before me, a notary public, appeared David W. Mason and James O. Hacking to me personally known, who, being by me duly sworn, did say that they are the Managing Members of M&H Development LLC, a Missouri Limited Liability Corporation, and that the seal affixed to the foregoing instrument is the seal of said organization (if applicable) and that said instrument was signed and sealed on behalf of said organization by authority of its governing body, and said officer acknowledged said instrument to be the free act and deed of said entity. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Barbara Edwards  
Notary Public

3-23-12  
My Commission Expires



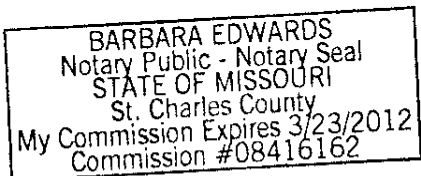
## LENDER NOTARIZATION

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS )

On August 5, 2010, before me, a notary public, appeared Julie L. Krapf, to me personally known, who, being by me duly sworn, did say that such person is the Senior Vice President of Midwest BankCentre, a Missouri Bank, and that the seal affixed to the foregoing instrument is the seal of said organization (if applicable) and that said instrument was signed and sealed on behalf of said organization by authority of its governing body, and said officer acknowledged said instrument to be the free act and deed of said entity. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Barbara Edwards  
Notary Public

3-23-12  
My Commission Expires



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## EXHIBIT A

### Legal Description of Property

#### PARCEL 1:

LOT 2 (EXCEPT THE EAST 0.08 FEET THEREOF) AND ALL OF LOTS 3 AND 4 IN BLOCK 74 IN RUSSELL, MATHER AND ROBERTS' ADDITION TO CHICAGO AFORESAID, ALSO LOT 6 IN MARY P. LEE'S SUBDIVISION OF PART OF LOTS 12, 13, 14, 15 AND 16 IN BLOCK 74, IN RUSSELL, MATHER AND ROBERTS' ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 10, 11, 12, 13, 14, 15 AND 16 IN DILLION'S SUBDIVISION OF LOTS 5, 6, 7, 8, 11 AND 12 IN BLOCKS 72 AND 74 OF RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO AFORESAID ALSO ALL OF THE VACATED ALLEY BETWEEN NORTH MILWAUKEE AVENUE AND HUBBARD STREET IN BLOCK 74 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 464-470 Milwaukee Ave. and 724 West Hubbard, Chicago, IL 60610

Permanent Index Number: 17-09-105-016, 17-09-105-017, 17-09-105-028 & 17-09-105-030