

# UNOFFICIAL COPY



1107039062

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial Division 3  
6401 North Lincoln Avenue  
Lincolnwood, IL 60712

Doc#: 1107039062 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/11/2011 09:19 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:**

Ln.#223045/Trans #42226, Loan Doc. Specialist (ol)  
MB Financial Bank, N.A.  
6111 N. River Road  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

**THIS MODIFICATION OF MORTGAGE** dated August 10, 2010, is made and executed between HAB Group, LLC, an Illinois Limited Liability Company, whose address is 8101 N. Monticello Ave., Chicago, IL 60076 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6401 North Lincoln Avenue, Lincolnwood, IL 60712 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 10, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of August 10, 2005 executed by HAB Group, LLC, an Illinois Limited Liability Company ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on September 13, 2005 as document no. 0525633016, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on September 13, 2005 as document no. 0525633017.

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

THE NORTH 30.7 FEET OF LOT 1 IN BLOCK 6 IN CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, LYING EAST AND NORTH OF THE RAILROAD, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 9200 S. Harper Ave., Chicago, IL 60619. The Real Property tax identification number is 25-02-411-044-0000.

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(Continued)**

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**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 August 10, 2010 in the original principal amount of \$323,057.70 executed by Borrower and payable to the order of Lender, (II) that certain Promissory Note dated April 18, 2010 in the original principal amount of \$345,974.46 executed by Borrower and payable to the order of Lender, (III) that certain Promissory Note dated October 28, 2005 in the original principal amount of \$490,400.00 executed by Borrower and payable to the order of Lender, (IV) that certain Promissory Note dated February 16, 2006 in the original principal amount of \$370,400.00 executed by HAB Group Holdings, LLC and payable to the order of Lender, (V) that certain Promissory Note dated June 25, 2007 in the original principal amount of \$306,000.00 executed by HAB Group Holdings, LLC and payable to the order of Lender, (VI) that certain Promissory Note dated May 9, 2007 in the original principal amount of \$204,000.00 executed by FDB Management, LLC and payable to the order of Lender, (VII) that certain Promissory Note dated May 7, 2008 in the original principal amount of \$120,000.00 executed by Vaiter Investments, LLC and payable to the order of Lender, all as amended, supplemented, modified or replaced from time to time.

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 of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$4,319,664.32.

**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.

**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 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.

**CROSS COLLATERALIZATION.** In addition to the Note, this Agreement secures the following described additional indebtedness: Any obligations for indebtedness pursuant to any Guaranty, loan documents or

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collateral documents executed by Guarantor shall constitute collateral for all indebtedness of Guarantor to Lender whether said indebtedness is now existing or hereinafter arising.

**CROSS DEFAULT.** Borrower will be in default if Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant or condition contained in their Note(s) or any agreement related to their Note(s), or in any other agreement or loan Borrower has with Lender.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 10, 2010.**

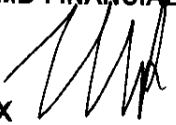
GRANTOR:

HAB GROUP, LLC

By:   
Boaz Kohn, Member of HAB Group, LLC

LENDER:

MB FINANCIAL BANK, N.A.

X   
Authorized Signer

Property of Cook County Clerk's Office

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

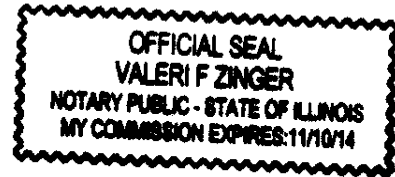
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF COOK )

On this 30<sup>th</sup> day of December, 2010 before me, the undersigned Notary Public, personally appeared **Boaz Kohn, Member of HAB Group, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Valeri F. Zinger  
 Notary Public in and for the State of Illinois

Residing at 515 Barberty Rd.  
Highland Park IL, 60035

My commission expires 11/10/14



Cook County Clerk's Office

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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF Cook ) SS  
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On this 30th day of December, 2010 before me, the undersigned Notary Public, personally appeared Mitchell Morgerster and known to me to be the Sr. Vice President, authorized agent for **MB Financial Bank, N.A.** 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.**, duly authorized by **MB Financial Bank, 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 **MB Financial Bank, N.A.**.

By [Signature] Residing at 6401 W. Lincoln  
Lincolnwood, IL 60712

Notary Public in and for the State of IL

My commission expires 3/24/2011

