



Doc#: 1217242013 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 06/20/2012 08:39 AM Pg: 1 of 11

WHEN RECORDED MAIL TO:
Northbrook Bank & Trust
245 Waukegan Road
Northfield, IL 60093

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Northbrook Bank & Trust Company Loan Operations
245 Waukegan Road
Northfield, IL 60093

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 31, 2011, is made and executed between First Chicago Bank & Trust, not personally but as Trustee on behalf of First Chicago Bank & Trust as Trustee u/t/a dated June 24, 2008 and know as Trust Number 1217-B; and Mark S. LaRose, Mary B. LaRose, Mary Barb, Inc. (referred to below as "Grantor") and Northbrook Bank & Trust Company, whose address is 1100 Waukegan Road, Northbrook, IL 60062 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 30, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of Recorder of Deeds on 07-13-2009 as Document Number 0919455108 and 0919455109 by a certain Mortgage together with a certain Assignment of Rents dated 06-11-2009, given to First Chicago Bank & Trust and pursuant to the following:

Northbrook Bank & Trust Company ("Lender"), successor pursuant to a Purchase and Assumption Agreement by and between FDIC, as receiver of the Assets and Liabilities of First Chicago Bank & Trust pursuant to 12 U.S.C. 1821(d)(2)(A), as Seller and Lender as Buyer, dated July 8, 2011.

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 1915 N. Neva, Chicago IL, 10201 Franklin Ave., Franklin Park, IL and 9245 Parklane Ave, Franklin Park, IL.

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

- I. CHANGE SUCCESSORS AND ASSIGNS AS STATED ABOVE; AND
- II. ADD WAIVER OF RIGHT OF REDEMPTION TO THIS MORTGAGE.
- III. CROSS COLLATERALIZATION AND CROSS DEFAULT.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

NW6109182 ZC 181

Box 993-CT

S	Y
P	10
S	Y
SC	Y
INT	Y

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

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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 OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY IF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

RECITALS. Lender and the Borrowers herewith acknowledge that:

Borrowers have borrowed loans from Lender under the terms of (3) loans ("Loans"), described, evidenced and secured as follows:

A. A loan in the original note amount of \$900,000.00 ("Original J.S.L. Masonry Restoration Inc. Loan") evidenced by a Promissory Note executed by J.S.L. Masonry Restoration, Inc. dated February 1, 2008; The J.S.L. Masonry Restoration, Inc. is secured by a Real Estate Mortgage and Assignment of Rents dated June 11, 2009; Security Agreement and UCC Fixture Filing dated February 1, 2008; Change In Terms Agreement in the amount of \$1,000,000.00 dated February 01, 2009; Change In Terms Agreement in the amount of \$1,000,000.00 dated May 1, 2009; Change In Terms Agreement in the amount of \$1,000,000.00 dated April 30, 2010; Change In Terms Agreement in the amount of \$1,000,000.00 dated July 31, 2010; Change In Terms Agreement in the amount of \$900,000.00 dated June 30, 2011. *Recorded as document 0919455108*

B. A loan in the original note amount of \$180,000.00 ("Original Mary Barb Inc. Loan") evidenced by a Promissory Note executed by Mary Barb Inc. dated December 23, 2009; The Mary Barb Inc. is secured by a Real Estate Mortgage and Assignment of Rents dated December 23, 2009. *Recorded as document 1000804083*

C. A loan in the original note amount of \$314,600.00 ("Original F.P. Franklin, Inc. Loan") evidenced by a Promissory Note executed by F.P. Franklin, Inc. dated July 10, 2008; The F.P. Franklin, Inc. is secured by a Real Estate Mortgage and Assignment of Rents dated July 20, 2008. *Recorded as document 0824655021*

NOW, THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

1. **Cross-Collateralization of Loans.** The Borrowers herewith agree that the Loans, and all indebtedness due under the Notes and the Mortgages, are fully cross-collateralized, and all indebtedness under any one or more of the Notes is secured by all of the Loan Documents the Collateral. Lender may, in its sole and absolute discretion, elect to enforce such remedies as are available to it under the terms of any or all of the Loan Documents. The Borrowers hereby grant a security interest in, assign, mortgage and pledge to Lender each and every item of the Collateral as collateral security for the repayment of all of the Notes and performance of the covenants and agreements under all of the Loan Documents.

2. **Cross-Default of Loans.** The Borrowers herewith agree that any default or event of default that shall occur or that has occurred with respect to any of the Loan Documents is hereby considered a default or an event of default with respect to all of the Loans. Such security interests, assignments, mortgages and pledges shall permit Lender to exercise any and all rights of enforcement and remedies afforded under any or all of the Loan Documents or otherwise as a "secured party" under the Illinois Uniform Commercial Code as in effect from time to time, together with any and all other rights and remedies otherwise provided and available to Lender at law. Lender shall have the right to file, record or lodge with appropriate agencies of government or

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MODIFICATION OF MORTGAGE (Continued)

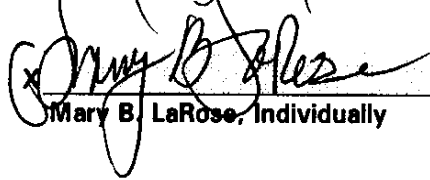
otherwise evidence of the security interests, assignments and pledges hereunder, including, without limitation, recording this Modification of Mortgage in real estate records of Cook County, Illinois, and Borrowers and Guarantors agree to promptly execute and deliver financing statements and such other documents and instruments from time to time as Lender Shall require to evidence or perfect such security interest, assignments and pledges given hereunder.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 31, 2011.

GRANTOR:

X 

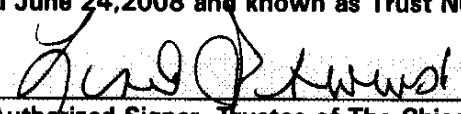
Mark S. LaRose, Individually

X 

Mary B. LaRose, Individually

THE CHICAGO TRUST COMPANY N.A. SUCCESSOR TRUSTEE TO FIRST CHICAGO BANK & TRUST U/T/A DATED JUNE 24,2008 AND KNOWN AS TRUST NUMBER 1217-B

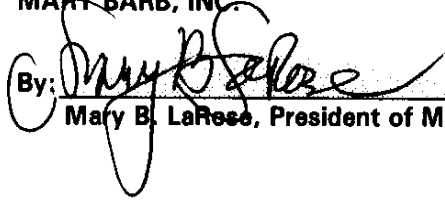
THE CHICAGO TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 06-24-2008 and known as The Chicago Trust Company N.A. Successor Trustee to First Chicago Bank & Trust u/t/a dated June 24,2008 and known as Trust Number 1217-B.

By: 

Authorized Signer, Trustee of The Chicago Trust Company

RIDER ATTACHED HERETO IS EXPRESSLY
MADE A PART HEREOF

MARY BARB, INC.

By: 

Mary B. LaRose, President of Mary Barb, Inc.

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

NORTHBROOK BANK & TRUST COMPANY

x *[Signature]*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

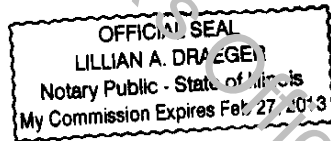
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **Mark S. LaRose and Mary B. LaRose**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this FOURTH day of FEBRUARY, 2012.
By *Lillian A. Draeger* Residing at 2519 N. OAK PARK AVE
CHICAGO, IL 60707

Notary Public in and for the State of ILLINOIS

My commission expires 2/27/13



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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

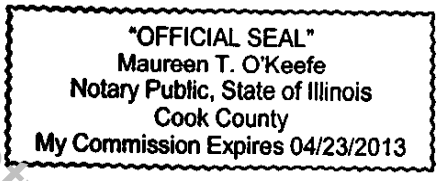
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 8th day of February, 2012 before me, the undersigned Notary Public, personally appeared **Authorized Signer, Trustee of First Chicago Bank & Trust, Trustee of First Chicago Bank & Trust u/t/a dated June 24, 2008 and known as Trust Number 1217-B**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By Maureen T. O'Keefe Residing at 10258 S. Western

Notary Public in and for the State of Illinois

My commission expires 4/23/2013



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

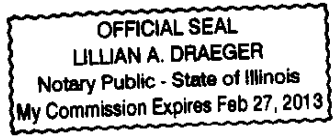
CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this FOURTH day of FEBRUARY, 2012 before me, the undersigned Notary Public, personally appeared Mary B. LaRose, President of Mary Barb, Inc., and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Lillian A. Draeger Residing at 2519 N. OAK PARK AVE CHICAGO, IL 60707

Notary Public in and for the State of ILLINOIS
 My commission expires 2/27/13



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared **Authorized Signer, Trustee of First Chicago Bank & Trust, Trustee of First Chicago Bank & Trust u/t/a dated June 24, 2008 and known as Trust Number 1217-B**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)

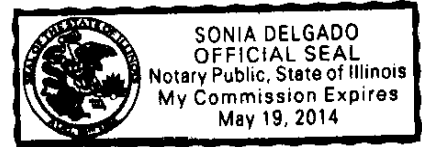
COUNTY OF DuPage) SS)

On this 8th day of February, 2012 before me, the undersigned Notary Public, personally appeared Kevin Foley and known to me to be the Vice-President, authorized agent for Northbrook Bank & Trust Company that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Northbrook Bank & Trust Company, duly authorized by Northbrook Bank & Trust Company 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 Northbrook Bank & Trust Company.

By Sonia Delgado Residing at _____

Notary Public in and for the State of IL

My commission expires May 19, 2014



Notary Public's Office

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EXHIBIT "A"

PROPERTY ADDRESS: 1915 N. NEVA, CHICAGO IL 60707

PIN: 13-31-301-022-0000

LEGAL DESCRIPTION:

LOT 66 IN BRITIGANS ARMITAGE AVENUE SUBDIVISION OF THE NORTHWEST 1/4 OF THE WEST 88.45 ACRES OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 10201 FRANKLIN AVENUE, FRANKLIN PARK, IL 60131

PIN: 12-21-317-010 & 12-21-317-011

LEGAL DESCRIPTION:

LOTS 1 AND 2 IN BLOCK 55 IN THIRD ADDITION TO FRANKLIN PARK IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 9245 PARKLANE AVENUE, FRANKLIN PARK, IL 60131

PIN: 12-27-118-004-0000 & 12-27-118-005-0000

LEGAL DESCRIPTION:

LOTS 47 AND 48 IN BLOCK 11 IN WEEKS SUBDIVISION OF ALL OF BLOCKS 14, 15, 17 AND PART OF BLOCKS 10, 11, 12 AND 13 LYING EAST OF THE WISCONSIN CENTRAL RAILROAD IN RIVER PARK SUBDIVISION IN SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Page 3B

MODIFICATION OF MORTGAGE (Continued)

BORROWERS ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND BORROWERS AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER31, 2011.

BORROWERS:

J.S.L. Masonry Restoration, Inc., an Illinois Corporation

X BY: Mary B. LaRose

Mary B. LaRose, President of J.S.L. Masonry Restoration, Inc.

F.P. Franklin, Inc., an Illinois Corporation

BY: [Signature]

Mark S. LaRose, President of F.P. Franklin, Inc.

Mary Barb, Inc., an Illinois Corporation

X BY: Mary B. LaRose

Mary B. LaRose, President of Mary Barb, Inc.

Property of Cook County Clerk's Office

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This document is executed by **THE CHICAGO TRUST COMPANY Successor Trustee to First Chicago Bank and Trust** not personally but as Trustee under Trust No. 1217-B as aforesaid, in the exercise of power and authority conferred upon and vested in as said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied including but not limited to warranties, indemnifications and hold harmless representations in said document (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and as no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which is it attached, on any questions of apparent liability or obligation resting upon said Trustee, the provisions of this rider shall be controlling.

THE CHICAGO TRUST COMPANY, N.A.
Successor Trustee to First Chicago Bank and
Trust, not individually, but As Trustee under Trust
Agreement known as Trust number 1217-B

By: [Signature]
Assistant Vice President

CLERK'S OFFICE
OF COOK COUNTY