

Ln # 25-31019475-16

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Doc#: 1222719108 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/14/2012 04:13 PM Pg: 1 of 5

RECORDING REQUESTED BY:

U.S. Bank National Association
11 West Madison Street
Oak Park, IL 60302

WHEN RECORDED MAIL TO:
THIS INSTRUMENT WAS PREPARED BY:

Jeffrey M. Monberg
KRIEG DEVAULT LLP
30 N. LaSalle Street
Suite 3516
Chicago, IL 60602

(Modifies Document No. 070442195)

MODIFICATION OF MORTGAGE

This MODIFICATION OF MORTGAGE is effective as of May 1, 2012, is made and executed between **SACHS MOTOR TRUCK SALES CO., an Illinois corporation as to Parcel 1, and GRAND & WESTERN PROPERTIES, LLC, an Illinois limited liability company as to Parcels 2, 3 and 4** (collectively referred to herein as the "Grantor") and U.S. Bank National Association, a national banking association, as successor-in-interest to the Federal Deposit Insurance Corporation, Receiver for Park National Bank, a national banking association (referred to herein as "Lender").

MORTGAGE. Grantor and Lender have entered into a Mortgage dated as of March 13, 2007 (the "Mortgage") which has been recorded in the Office of the Cook County Recorder of Deeds on **March 15, 2007 as Document No. 07074442195.**

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

PARCEL 1:

12227-67
80X 162

LOTS 20, 21, 22, 23, 24 AND 25, ALL IN BLOCK 1 IN GAGE AND MCKEY'S SUBDIVISION OF BLOCK 9 IN WRIGHT AND WEBSTER'S SUBDIVISION OF THE NORTHEAST 1/2 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOTS 20 TO 22 INCLUSIVE IN BLOCK 1 LYING SOUTH OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 320.0 FEET SAID CURVE STARTING AT THE INTERSECTION OF THE EASTERLY LINE OF LOT 19 OF THE AFORESAID SUBDIVISION AND THE NORTHERLY LINE OF THE LAND TAKEN FOR STREET BY ORDINANCE RECORDED AS DOCUMENT 84760 AND ENDING AT THE SOUTHWESTERLY CORNER OF SAID 22 IN THE AFORESAID SUBDIVISION), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 11, 12, 13, AND 14 IN BLOCK 1 IN GAGE AND MCKEY'S SUBDIVISION OF < 9 IN WRIGHT AND WEBSTER'S SUBDIVISION < OF NORTHEAST 14 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

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(EXCEPTING FROM EACH OF SAID LOTS THAT PART LYING EAST OF A LINE DRAWN 50 FEET WEST OF AN PARALLEL WITH THE EAST LINE OF SAID SECTION 12 TAKEN FOR STREET) IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOTS 15, 16 AND 17 (EXCEPT PART TAKEN FOR EXTENSION OF WEST INDIANA STREET) IN BLOCK 1 IN GAGES AND MCKEY'S SUBDIVISION OF BLOCK 9 IN WRIGHT AND WEBSTER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THE STREET AND EXCEPT THAT PART OF SAID LOTS LYING WITHIN THE EAST 50 FEET OF SAID SECTION) IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 18 AND 19 IN SUB BLOCK 1 GAGES AND MCKEY'S SUBDIVISION OF BLOCK 9 IN WRIGHT AND WEBSTER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART TAKEN FOR INDIANA AVENUE AND EXCEPT THAT PART TAKEN FOR WIDENING OF GRAND AVENUE AND WESTERN AVENUE) IN COOK COUNTY, ILLINOIS.

Address: 2400-2424 WEST GRAND AND 500-512 N. WESTERN, CHICAGO, IL 60612

PINS: 16-12-218-017, 16-12-218-018, 16-12-218-019, 16-12-218-020, 16-12-218-023, 16-12-218-024, 16-12-218-025, 16-12-218-026, 16-12-218-027, AND 16-12-218-028

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

The definition of the word "Lender" is hereby modified to include U.S. Bank National Association, and its successors and assigns.

The definition of the word "Note" is hereby modified to include that certain Promissory Note executed by Borrower and delivered to U.S. Bank National Association, a national banking association, as successor-in-interest to the Federal Deposit Insurance Corporation, Receiver for Park National Bank, dated as of February 1, 2010, in the original principal amount of \$139,662.38, as modified from time to time, including by that certain Loan Extension and Modification Agreement, dated effective as of May 1, 2011, and that certain Loan Modification Agreement, dated effective as of May 1, 2012, between Borrower and Lender, together with any extensions, modifications, renewals, substitutions, replacements or refinancing of the foregoing. The Note (as so modified) provides a Maturity Date of May 1, 2013, with interest at a variable annual rate equal to 1.000% plus the prime rate announced by Lender and in effect from time to time; provided that the interest rate prior to maturity or default will not be less than 6.000%.

CONTINUING VALIDITY. This Modification is a modification only and not a novation, extinguishment, compromise, settlement, release, or accord and satisfaction of the Note secured by the Mortgage or the Mortgage. All other terms, conditions, provisions, representations and warranties set forth in the Note or Mortgage not explicitly modified in this Modification shall remain unchanged and shall remain binding in full force and effect. Any property, or rights to or interest in property, granted as security in the Mortgage shall remain as security for the Note. This Modification shall not release or


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affect (a) the liability of any guarantor, surety or endorser of the Note, (b) the lien of the Mortgage or any other lien, security interest or right in favor of the Mortgagor, or (c) any collateral, or any owner of collateral, securing the Loan. The validity, priority and enforceability of the Note, the Mortgage, and any other lien or security interest of the Mortgagor shall not be impaired hereby.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS DATED AS OF MAY 1, 2012.


GRANTOR:

SACHS MOTOR TRUCK SALES CO.

By: 
Howard Sachs, President of Sachs Motor Truck Sales Co.

By: 
Jay Sachs, Vice President of Sachs Motor Truck Sales Co.


GRAND & WESTERN PROPERTIES, LLC

By: 
Howard Sachs, Manager of Grand & Western Properties, LLC

By: 
Jay Sachs, Member of Grand & Western Properties, LLC

LENDER:

**U.S. BANK NATIONAL ASSOCIATION, a national banking association,
as successor-in-interest to the Federal Deposit Insurance Corporation,
Receiver for Park National Bank**

By: 
Its Authorized Agent

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STATE OF ILLINOIS)
COUNTY OF Cook) SS:

Before me, a Notary Public, in and for said County and State, personally appeared **Howard Sachs, President and Jay Sachs, Vice President of Sachs Motor Truck Sales Co.**, known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification of Mortgage to be a fee and voluntary act and deed of the corporation, by authority of its bylaws or by resolution of the its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification of Mortgage on behalf of the corporation and in fact executed the Modification of Mortgage on behalf of the corporation.

Witness my hand and Notarial Seal, this 10th day of July, 2012.



Lisa M Ford
Notary Public - Signature
Lisa M Ford
Notary Public - Printed

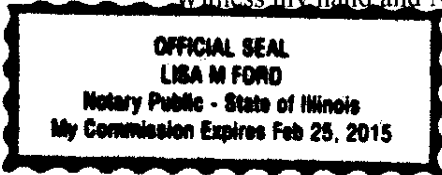
My Commission Expires:
02/25/2015

My County of Residence:
Cook

STATE OF ILLINOIS)
COUNTY OF Cook) SS:

Before me, a Notary Public, in and for said County and State, personally appeared **Howard Sachs, Manager, and Jay Sachs, Member of Grand & Western Properties, LLC**, known to me to be members, manager(s) or authorized agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification of Mortgage to be a fee 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 they are authorized to execute this Modification of Mortgage on behalf of the limited liability company and in fact executed the Modification of Mortgage on behalf of the limited liability company.

Witness my hand and Notarial Seal, this 10th day of July, 2012.



Lisa M Ford
Notary Public - Signature
Lisa M Ford
Notary Public - Printed

My Commission Expires:
02/25/2015

My County of Residence:
Cook

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared **Glenn Debs**, known to me to be the same, and who executed the foregoing Modification of Mortgage, and acknowledged that he or she signed the Modification of Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

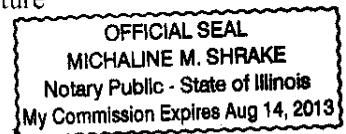
Witness my hand and Notarial Seal, this 10 day of July, 2012.

Michale M Shlake

Notary Public – Signature

Michaline M Shlake

Notary Public – Printed



My Commission Expires:

8/14/13

My County of Residence:

Cook Illinois

Property of Cook County Clerk's Office