

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial Division 20  
6111 N. River Road  
Rosemont, IL 60018



1224213034

Doc#: 1224213034 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/29/2012 11:16 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

MB Financial Bank, N.A.  
Commercial Division 20  
6111 N. River Road  
Rosemont, IL 60018

**SEND TAX NOTICES TO:**

MB Financial Bank, N.A.  
Commercial Division 20  
6111 N. River Road  
Rosemont, IL 60018

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

an/LN #290371; ID #17338  
MB Financial Bank, N.A.  
6111 N. River Road  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

**THIS MODIFICATION OF MORTGAGE** dated July 5, 2012, is made and executed between REMKE INDUSTRIES, INC., an Illinois corporation, whose address is 310 CHADDICK DR, WHEELING, IL 60090 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6111 N. River Road, Rosemont, IL 60018 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 6, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of July 6, 2010 (the "Mortgage") executed by REMKE INDUSTRIES, INC. ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on July 21, 2010 as document no. 1020233098, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on July 21, 2010 as document no. 1020233099.

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

LOTS 33 AND 34 IN PALWAUKEE BUSINESS CENTER UNIT TWO, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 310 Chaddick Dr., Wheeling, IL 60090. The Real

S ✓  
P ✓  
S ✓  
M ✓  
SC ✓  
E ✓  
INT ✓

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

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Property tax identification number is 03-11-409-013-0000 and 03-11-409-014-0000.

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

individually and collectively, (i) that certain Promissory Note dated July 5, 2012, in the original principal amount of \$750,000.00 executed by Borrower payable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is a variable rate, subject to change from time to time based on changes in an index which is the Lender's Reference Rate (the "Index"). If the Index becomes unavailable during the term of this Loan, Lender may designate a substitution index after notifying Borrower. Interest on the unpaid principal balance of the Note will be computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method, using a rate of 0.00 percentage points over the Index, provided, under no circumstances will the interest rate be less than 4.00% per annum or more than the maximum rate allowed by applicable law; resulting in an initial interest rate of 4.00%. Payment of all interest and principal due on the Note is due no later than July 5, 2013 (such maturity date as it hereafter may be renewed, extended or amended from time to time, herein called "The Maturity Date"); provided, such Maturity Date shall not be later than Twenty (20) years after the date hereof and (ii) that certain Promissory Note dated July 5, 2010, in the original principal amount of \$675,000.00 executed by Borrower payable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is 6.250% per annum. Interest on the unpaid principal balance of the Note will be computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Payment of all interest and principal due on the Note is due no later than July 5, 2015 (such maturity date as it hereafter may be renewed, extended or amended from time to time, herein called the "Maturity Date"); provided, such Maturity Date shall not be later than Twenty (20) years after the date hereof.

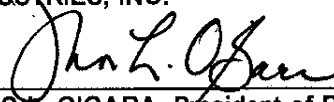
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 5, 2012.**

**GRANTOR:**

REMKE INDUSTRIES, INC.

By: \_\_\_\_\_


  
THOMAS L. O'GARA, President of REMKE INDUSTRIES, INC.

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## MODIFICATION OF MORTGAGE (Continued)

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LENDER:

MB FINANCIAL BANK, N.A.

X *Dean W. Hof*  
Authorized Signer

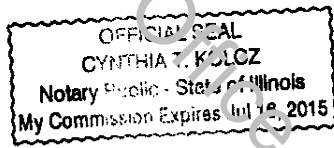
### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 30th day of July, 2012 before me, the undersigned Notary Public, personally appeared **THOMAS L. O'GARA**, President of **REMKE INDUSTRIES, 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 *Cynthia T. Koloz* Residing at 122 Walnut Ct.  
Notary Public in and for the State of Illinois Mundelein, IL 60090

My commission expires July 16, 2015



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 6900000001806

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### LENDER ACKNOWLEDGMENT

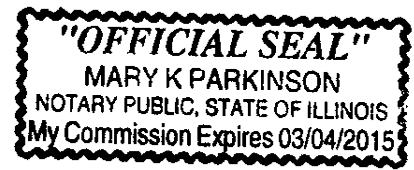
STATE OF Illinois )  
 ) SS  
 COUNTY OF Lake )

On this 27<sup>th</sup> day of August, 2012 before me, the undersigned Notary Public, personally appeared Alan H. Kohn and known to me to be the Commercial Staff 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 Mary K Parkinson Residing at 355 Buckingham Dr  
May Lake, Ill 6030

Notary Public in and for the State of Illinois

My commission expires 03-04-2015



County Clerk's Office