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1226856007

RECORDATION REQUESTED BY:  
FIRST MIDWEST BANK  
CHICAGO O'HARE  
ONE PIERCE PLACE  
SUITE 1500  
ITASCA, IL 60143

Doc#: 1226856007 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/24/2012 10:46 AM Pg: 1 of 7

WHEN RECORDED MAIL TO:  
First Midwest Bank  
Gurnee Branch  
P.O. Box 9003  
Gurnee, IL 60031-2502

FOR RECORDER'S USE ONLY

*\$500 023 448 - 65215*

This Modification of Mortgage prepared by:  
FIRST MIDWEST BANK  
300 NORTH HUNT CLUB ROAD  
GURNEE, IL 60031

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 1, 2012, is made and executed between MAYO PROPERTIES, LLC, whose address is 1000 ESTES AVENUE, ELK GROVE VILLAGE, IL 600074908 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 15, 2010 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED OCTOBER 8, 2010 AS DOCUMENT# 1028144043 IN COOK COUNTY, ILLINOIS, MODIFIED BY A MODIFICATION OF MORTGAGE DATED MARCH 15, 2011 RECORDED JUNE 3, 2011 AS DOCUMENT# 1115450045 IN COOK COUNTY, ILLINOIS, MODIFIED BY A MODIFICATION OF MORTGAGE DATED FEBRUARY 15, 2012 RECORDED MARCH 7, 2012 AS DOCUMENT# 1206750073 IN COOK COUNTY, IL.

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

LOT 104 (EXCEPT THE EAST 50 FEET THEREOF) AND ALL OF LOTS 105, 106, 107, 108, 109, 110, 111 AND 112 (EXCEPT THE WEST 37.5 FEET THEREOF) IN CENTEX INDUSTRIAL PARK UNIT 11, A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2391-2425 ARTHUR AVENUE, ELK GROVE VILLAGE, IL 600076014. The Real Property tax identification number is 08-35-404-004-0000, 08-35-404-005-0000, 08-35-404-006-0000, 08-35-404-007-0000, 08-35-404-008-0000, 08-35-404-009-0000, 08-35-404-010-0000, 08-35-404-053-0000, AND 08-35-404-076-0000.

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

SEE ATTACHED EXHIBIT "A".

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

Loan No: 65215

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**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 SEPTEMBER 1, 2012.**

GRANTOR:

MAYO PROPERTIES, LLC

By: 

MICHAEL J. MORAN, Manager of MAYO PROPERTIES, LLC

LENDER:

FIRST MIDWEST BANK

X 

Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

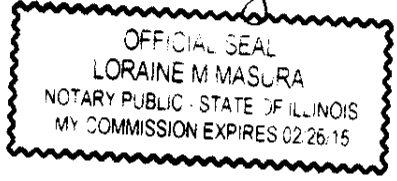
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 14th day of September, 2012 before me, the undersigned Notary Public, personally appeared **MICHAEL J. MORAN, Manager of MAYO PROPERTIES, 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 Lorraine M Masura Residing at Chicago Illinois

Notary Public in and for the State of Illinois

My commission expires 2/26/15



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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 14th day of September, 2012 before me, the undersigned Notary Public, personally appeared Charles Drost and known to me to be the V.P., authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST BANK** 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 **FIRST MIDWEST BANK**.

By Dr. Praveen Masura Residing at Chicago Illinois

Notary Public in and for the State of Illinois

My commission expires 2/26/15



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## EXHIBIT "A" PAGE 1 OF 3

To delete the definition of "Note" therein its entirety and insert in lieu thereof the following:

"Note. The word "Note" means (1) the promissory note dated May 21, 2012, in the original principal amount of \$200,000.00 from Moran Transportation Corporation to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is a variable rate based on an index which is the Prime Rate as published in the Wall Street Journal (the "Index"). The Index currently is 3.250% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate equal to the Index, resulting in an initial rate of 3.250% per annum. Notice: Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law. The maturity date of the Note is November 21, 2012. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE. (2) the promissory note dated January 3, 2012, in the original principal amount of \$750,000.00 from Moran Transportation Corporation to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is subject to change from time to time based on changes in an independent index which is the three month London Interbank Offered Rate ("LIBOR") as shown in the Money Rates section of The Wall Street Journal on the last day published of each quarter (the "Index"). The Index currently is 0.445% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate of 1.750 percentage points over the Index, resulting in an initial rate of 3.000% per annum. NOTICE: Under no circumstances will the interest rate on the Note be less than 3.000% per annum or more than the maximum rate allowed by applicable law. The maturity date of the Note is January 3, 2013. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE. (3) the promissory note dated October 3, 2008, in the original principal amount of \$260,384.23 from Moran Transportation Corporation to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is 5.660% per annum. The maturity date of the Note is October 3, 2012. (4) the promissory note dated February 20, 2009, in the original principal amount of \$220,000.00 from Moran Transportation Corporation to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is 4.900% per annum. The maturity date of the Note is February 20, 2014. (5) the promissory note dated February 5, 2012, in the original principal amount of \$835,000.00 from Drew Properties, LLC to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is 4.850% per annum. The maturity date of the Note is February 5, 2013. (6) the promissory note dated February 13, 2012, in the original principal amount of \$1,310,000.00 from Mayo Properties, LLC to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is a variable rate based on an index which is the Prime Rate as published in the Wall Street Journal (the "Index"). The Index currently is 3.250% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate equal to

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## EXHIBIT "A" CONTINUED PAGE 2 OF 3

the Index, resulting in an initial rate of 3.250% per annum. Notice: under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law. The maturity date of the Note is January 31, 2013. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE. (7) the promissory note dated February 15, 2012, in the original principal amount of \$2,060,000.00 from Mayo Properties, LLC to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is a variable rate based on an index which is the Prime Rate as published in the Wall Street Journal (the "Index"). The index currently is 3.250% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate equal to the Index, resulting in an initial rate of 3.250% per annum. Notice: under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law. The maturity date of the Note is January 31, 2013. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE. (8) the promissory note dated June 10, 2010, in the original principal amount of \$60,000.00 from Moran Leasing, Inc. to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is 5.000% per annum. The maturity date of the Note is June 10, 2013. (8) the promissory note dated September 1, 2012, in the original principal amount of \$326,000.00 from Moran Leasing, Inc. to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is 5.000% per annum. The maturity date of the Note is September 1, 2017. (9) the promissory note dated October 3, 2008, in the original principal amount of \$907,875.00 from Rahill Leasing Inc. to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is 5.500% per annum. The maturity date of the Note is October 25, 2012. (10) the promissory note dated March 19, 2010, in the original principal amount of \$114,000.00 from Rahill Leasing, Inc. to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is 5.000% per annum. The maturity date of the Note is March 19, 2013. (11) the promissory note dated June 22, 2010, in the original principal amount of \$59,180.36 from Rahill Leasing, Inc. to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is 5.250% per annum. The maturity date of the Note is June 22, 2013. (12) the promissory note dated September 1, 2012, in the original principal amount of \$559,000.00 from Rahill Leasing, Inc. to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is 5.000% per annum. The maturity date of the Note is September 1, 2017. (13) the promissory note dated March 1, 2012, in the original principal amount of \$122,000.00 from Rahill Leasing, Inc. and Moran Transportation Corporation to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory

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## EXHIBIT "A" PAGE 3 OF 3

note or agreement. The interest rate on the Note is 5.000% per annum. The maturity date of the Note is March 1, 2017. and (14) the promissory note dated February 6, 2009, in the original principal amount of \$2,385,000.00 from Rosturk, LLC to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is 4.900% per annum. The maturity date of the Note is February 6, 2014.”

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