

# UNOFFICIAL COPY



Doc#: 1227746069 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/03/2012 09:33 AM Pg: 1 of 6

**RECORDATION REQUESTED BY:**

\_\_\_\_\_  
BMO Harris Bank N.A.  
311 West Monroe Street  
Chicago, Illinois 60606

**WHEN RECORDED MAIL TO:**

\_\_\_\_\_  
BMO Harris Bank N.A.  
Attn: Collateral Management  
P.O. Box 2880  
Chicago, Illinois 60690-2880

1401-00382435

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

**CTIC-HE**

\_\_\_\_\_  
BMO Harris Bank N.A.  
311 West Monroe Street  
Chicago, Illinois 60606

**H25297031 MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE dated as of August 23, 2012, is made and executed between S.W.R., Inc., a Corporation of Illinois, (referred to below as "Grantor") and BMO Harris Bank N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").**

**MORTGAGE.** Lender and Grantor have entered into a Mortgage and an Assignment of Rents dated November 15, 2006, (the "Mortgage") recorded on November 29, 2006 which has been recorded in Cook County, State of Illinois, as subsequently modified from time to time, as follows:

Recorded as Document Nos. 0633301034 and 0633301035 (hereinafter referred to as the "Mortgage").

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## MODIFICATION OF MORTGAGE (Continued)

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

LOT 51 IN CENTEX INDUSTRIAL PARK UNIT NO. 26, BEING A SUBDIVISION IN SECTION 34, 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 625 Pratt Boulevard., Elk Grove Village, IL 60007. The Real Property tax identification number is 08-34-307-002-0000.

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

This Modification of Mortgage reflects the following: (1) That the above-referenced Mortgage now secures a Promissory Note dated November 15, 2006 in the original principal amount of \$500,000.00 from S.W.R., Inc. to Lender bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; and a Promissory Note dated August 23, 2012 in the original principal amount of \$4,500,000.00 to Lender bearing a variable interest rate based upon an index together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) And, at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the amount of \$5,000,000.00.

**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 promissory notes or other documents or instruments secured by the Mortgage. All references in the Mortgage to the term "Note" shall be deemed references to the term "Note" as defined herein and any and all notes, if any, issued in extension or renewal thereof or in substitution or replacement therefor. 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

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## MODIFICATION OF MORTGAGE (Continued)

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Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on 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.

[SIGNATURE PAGE TO FOLLOW]

Property of Cook County Clerk's Office

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**MODIFICATION OF MORTGAGE**  
(Continued)

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**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AS OF AUGUST 23, 2012.**

**Grantor:**

**S.W.R., INC.**

By 

**David A. Wigdahl, President of S.W.R., Inc.**

**Leader:**

**BMO HARRIS BANK N.A.**

By 

**Authorized Signer**

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## MODIFICATION OF MORTGAGE (Continued)

### GRANTOR ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

On this 30<sup>th</sup> day of August, 2012 before me, the undersigned Notary Public, personally appeared DAVID A WIGDAHL and \_\_\_\_\_ and known to me to be authorized agent for the Grantor that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Grantor, duly authorized by the Grantor 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 that the seal affixed is the corporate seal of said Grantor.

By Linda L Hall

Residing at 107 Dorset Ln  
Scranton, Ill

Notary Public in and for the State of Illinois

My commission expires 3/26/13



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGEMENT

STATE OF ILLINOIS    )  
                                  )SS  
COUNTY OF Cook )

On this 30 day of August, 2012 before me, the undersigned Notary Public, personally appeared AL Visconti and known to me to be the VICE president, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Nancy Little  
Notary Public in and for the State of Illinois

Residing at Cook Cty. Hanover Park  
IL.

My commission expires 05/21/16

