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PREPARED BY: PATTERSON, ROLLINS, & KURTZ, LLC Lee V. Rollins 2401 W. White Oaks Dr. Springfield, IL 62704



Doc#: 1232610059 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 11/21/2012 11:44 AM Pg: 1 of 3

WHEN RECORDED MAIL TO: PATTERSON, ROLLINS, & KURTZ, LLC Lee V. Rollins 2401 W. Whit. Oaks Dr. Springfield, IL C2704

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

This modification of mortgage is made and entered into this 24th day of September 2012, by and between McLean Business Center LLC, an Illinois limited liability company located at 3912 W. McLean Avenue, Units C, D, E & F, Chicago, Illinois, (hereinafter referred to as 'Mortgagor"), and SMALL BUSINESS GROWTH CORPORATION (hereinafter referred to as "Mortgagee"), an agent of the UNITED STATES SMALL BUSINESS ADMINISTRATION, who maintains an office and place of business at 2471 West White Oaks Drive, Springfield, Illinois 62704.

Mortgagor and Mortgagee have originally entered into a mortgage dated <u>September 24, 2012</u>, securing a loan in the amount of \$609,000.00, (hereinafter referred o as "Mortgage"). Mortgage was recorded in the County of <u>Cook</u>, on <u>September 27, 2012</u>, as document number <u>12.7731031</u>. The property is more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

WITTNESSETH, that for good and valuable consideration, receipt of which is hereby acknowledged, the mortgager and mortgagee agree to modify said Mortgage to specify the terms of the loan the Mortgage secures as follows:

Mortgage secures a promissory note dated <u>September 24, 2012</u> with a principal amount of <u>\$609,000.00</u>, at an interest rate of <u>**3.212771**</u>, and a maturity date of <u>November 1, 2032</u> together with extensions, renewals, modifications, and replacements.

Mortgagor warrants that Mortgagor is seized of the estate conveyed by the security instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such some property is unencumbered, except for a prior mortgage made to MB Financial Bank, N.A., in amount no greater than \$737,500.00.

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 Mortgagee to this modification does not waive Mortgagee's rights to require strict performance of the Mortgage as changed above, nor obligate Mortgagee 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. It is the intention of the Mortgagee 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 Mortgagee 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 Mortgagee that the non-signing person consents to

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Modification is given conditionally, based on the representation to Mortgagee 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 such subsequent actions.

McLean Business Center LLC

STATE OF ILLIMOIS

) SS:

COUNTY OF SAMON

I, CHRISTOPHER KURTZ, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Michael A. Giglio as the Manager of McLean Business Center LLC, an Illinois Limited Liability Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument and as such Manager of McLean Business Center LLC he appeared before me this day in person, and acknowledged that he signed and delivered the said Instrument as his own free and voluntary act of said McLean Business Center LLC for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Sea this <u>24</u> day of <u>SEPTEMBER</u>

NOTARY PUBLIC

Clort's Office

OFFICIAL SEAL CHRISTOPHER KURTZ Notary Public - State of Illinois My Commission Expires May 19, 2016

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EXHIBIT "A"

PARCEL 1:

LOT 37 AND LOTS 39 TO 53, BOTH INCLUSIVE, (EXCEPT THE NORTH 4.00 FEET OF LOTS 51 AND 53, BOTH INCLUSIVE, DEDICATED FOR PUBLIC STREET PURPOSES BY DEDICATION RECORDED SEPTEMBER 29, 1966 AS DOCUMENT 19956481) IN PRICE AND MOSS SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 1/2 CF VACATED MCLEAN AVENUE LYING SOUTH OF AND ADJOINING LOTS 29 TO 37, BOTH INCLUSIVE, AND THE SOUTH 1/2 OF VACATED MCLEAN AVENUE LYING NORTH OF AND ADJOINING LOTS 59 TO 50, BOTH INCLUSIVE, IN PRICE AND MOSS SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 1/2 OF VACATED MCLEAN AVENUE LYING SOUTH OF AND ADJOINING LOTS 26 TO 28, BOTH INCLUSIVE, AND THE SOUTH 1/2 OF VACATED MCLEAN AVENUE LYING NORTH OF AND ADJOINING LOTS 51 TO 53, BOTH INCLUSIVE, TOGETHER WITH THE NORTH 4.0 FEET OF SAID LOTS 51 AND 53 AFORESAID, IN PRICE AND MOSS SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SYCT ON 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3912 W. MCLEAN AVENUE, UNITS C, D, E & F, CHICAGO, ILLINOIS 60647 PIN: 13-35-123-02000, 13-35-123-024-0000, 13-35-123-035-0500, 13-35-123-036-0000, 13-35-123-037-0000, 13-35-123-038-0000, 13-35-123-039-0000, 13-35-123-040-0000, 13-35-123-041-0000, 13-35-123-042-0000, 13-35-123-079-0000, 13-35-123-083-0000 AND 13-35-123-084-0000