

# UNOFFICIAL COPY



RECORDATION REQUESTED BY:  
FIRST MIDWEST BANK  
MCHENRY/MAIN  
ONE PIERCE PLACE  
SUITE 1500  
ITASCA, IL 60143

Doc#: 1301450038 Fee: \$48.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/14/2013 02:34 PM Pg: 1 of 6

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

eff. # 1199 / br. # 450  
acct. # 451023882 - 64389

FOR RECORDER'S USE ONLY

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 December 24, 2012, is made and executed between DARRELL J. RUDD, whose address is 4600 SOUTH KOLIN AVENUE, CHICAGO, IL 606324414 (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 February 19, 2009 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded April 14, 2009 as Document # 0910408319, in Cook County, Illinois

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 4600 SOUTH KOLIN AVENUE, CHICAGO, IL 606324414. The Real Property tax identification number is 19-03-400-070-0000 AND 19-03-400-157-0000.

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

To delete the definition of "Note" therein its entirety and to insert in lieu thereof the following: "Note. The word "Note" means as follows:

- 1) The promissory note dated September 9, 2011 in the original principal amount of \$700,000.00 from A Den of Antiquity, Inc. and Darrell J. Rudd to Lender, amended by Change in Terms Agreements dated August 14, 2012 and December 24, 2012, 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

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(Continued)**

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unpaid principal balance of the Note will be at a rate equal to the Index, resulting in an initial rate of 4.000% per annum. Notice: Under no circumstances will the interest rate on the Note be less than 4.000% per annum or more than the maximum rate allowed by applicable law. The maturity date of the Note is February 2, 2013.

2) The promissory note or credit agreement dated September 9, 2011 in the original principal amount of \$900,000.00 from Rudd Container Corporation to Lender, amended by Change in Terms Agreements dated August 14, 2012 and December 24, 2012, 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 4.000% per annum. Notice: Under no circumstances will the interest rate on the Note be less than 4.000% per annum or more than the maximum rate allowed by applicable law. The maturity date of the Note is February 2, 2013.

3) The promissory note or credit agreement dated September 27, 2012 in the original principal amount of \$200,000.00 from Rudd Container Corporation to Lender, amended by Change in Terms Agreements dated August 14, 2012 and December 24, 2012, 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 4.000% per annum. Notice: Under no circumstances will the interest rate on the Note be less than 4.000% per annum or more than the maximum rate allowed by applicable law. The maturity date of the Note is February 2, 2013.

4) The promissory note dated February 19, 2009 in the original principal amount of \$2,000,000.00 from Darrell J. Rudd to Lender, amended by a Change in Terms Agreement dated September 15, 2011, 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 of 1.000 percentage points over the Index, resulting in an initial rate of 4.250% per annum. Notice: Under no circumstances will the interest rate on the Note be less than 4.000% per annum or more than the maximum rate allowed by applicable law. The maturity date of the Note is February 19, 2014. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**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.

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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 DECEMBER 24, 2012.

GRANTOR:

X *[Signature]*  
DARRELL J. RUDD

LENDER:

FIRST MIDWEST BANK  
X *[Signature]*  
Authorized Signatory

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
COUNTY OF McHenry ) SS

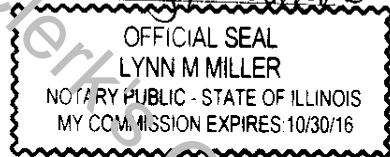
On this day before me, the undersigned Notary Public, personally appeared **DARRELL J. RUDD**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27<sup>th</sup> day of December, 2012.

By *[Signature]* Residing at McHenry Illinois

Notary Public in and for the State of Illinois

My commission expires 10-30-16



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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )

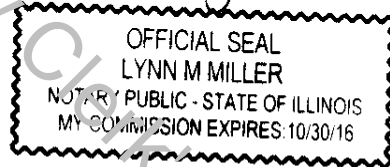
COUNTY OF McHenry ) SS

On this 27th day of September, 2012 before me, the undersigned Notary Public, personally appeared Mac Jackson and known to me to be the Commercial Banking ~~Officer~~, 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 Lynn M. Miller  
Notary Public in and for the State of Illinois

Residing at McHenry, Illinois

My commission expires 10-30-16



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## EXHIBIT "A"

### PARCEL 1:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON APRIL 29, 1897 IN BOOK 67 OF PLATS PAGE 44 AS DOCUMENT NUMBER 2530529, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST 46TH STREET (A PRIVATE STREET) SAID SOUTH LINE OF WEST 46TH STREET BEING 2032.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION 3) AND THE WEST LINE OF SOUTH KOLIN AVENUE (A PRIVATE STREET) SAID WEST LINE OF SOUTH KOLIN AVENUE BEING 230.93 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SECTION 3, THENCE SOUTH ALONG SAID WEST LINE OF SOUTH KOLIN AVENUE TO A POINT 371.55 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 3, THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO ITS INTERSECTION WITH A LINE 358.55 FEET NORTH OF AND PARALLEL TO SOUTH LINE OF SECTION 3, SAID POINT OF INTERSECTION BEING 116.93 FEET EAST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, THENCE WEST ALONG SAID LAST DESCRIBED PARALLEL LINE TO A POINT 250.07 FEET WEST OF SAID NORTH AND SOUTH CENTER LOT OF SECTION 3, THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO A POINT IN A LINE 120.07 FEET WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE OF SECTION 3 SAID POINT BEING 377.66 FEET NORTH OF SAID SOUTH LINE OF SECTION 3, THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH AFORESAID SOUTH LINE OF WEST 46TH STREET, THENCE EAST ALONG SAID SOUTH LINE OF WEST 46TH STREET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

### PARCEL 2:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST 46TH STREET (A PRIVATE STREET) (SAID SOUTH LINE OF WEST 46TH STREET BEING 2032.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LOT OF SAID SECTION 3) AND A LINE PARALLEL TO AND 120.07 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3, SAID PARALLEL LINE BEING THE WESTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY THE FIRST NATL BANK OF CHICAGO TO THE TRUSTEES OF THE CENTRAL MANUFACTURING DISTANCE BY DEED DATED JUNE 8, 1948 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 16, 1948 IN BOOK 4336 AT PAGE 238 AS DOCUMENT NUMBER 14338371, THENCE WEST ALONG SAID SOUTH LINE OF WEST 46TH STREET EXTENDED WEST TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 180.07 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A STRAIGHT LINE WHICH EXTENDS FROM A POINT IN A LINE PARALLEL TO AND 368.55 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 3, SAID POINT BEING 250.07 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, TO POINT IN A LINE PARALLEL TO AND 120.07 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, SAID POINT BEING 377.66 FEET NORTH OF SOUTH LINE OF SECTION 3, THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED STRAIGHT LINE TO ITS INTERSECTION WITH SAID LINE WHICH IS PARALLEL TO AND 120.07 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, THENCE NORTH ALONG LAST

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## EXHIBIT "A" CONTINUED

MENTIONED PARALLEL LINE TO THE POINT OF BEGINNING, THE 2 LAST MENTIONED COURSE BEING THE NORTHWESTERLY AND WESTERLY BOUNDARY LINES OF THE PREMISES CONVEYED BY THE FIRST NATL BANK OF CHICAGO TO THE TRUSTEES OF THE CENTRAL MANUFACTURING DISTANCE BY AFOREMENTIONED DEED DATED JUNE 8, 1948 AS DOCUMENT NUMBER 14338371, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS PAGE 44 IN APRIL 29, 1897 AS DOCUMENT NUMBER 2530529 BOUNDED AND DESCRIBED AS FOLLOWS: : BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST 46TH STREET (A PRIVATE STREET) SAID SOUTH LINE BEING 2032.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION 3 AND A LINE PARALLEL TO AND 180.07 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 SAID PARALLEL LINE BEING THE WESTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY THE FIRST NATL BANK OF CHICAGO TO THE TRUSTEE OF THE CENTRAL MANUFACTURING DISTANCE BY DEED DATED OCTOBER 6, 1952 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON DECEMBER 18, 1952 IN BOOK 48733 AT PAGE 522 AS DOCUMENT NUMBER 15509247) THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A STRAIGHT LINE WHICH EXTENDS FROM A POINT IN A LINE PARALLEL TO AND 358.55 FEET NORTH OF THE SOUTH LOT OF SAID SECTION 3 SAID POINT BEING 250.07 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, TO POINT IN A LINE PARALLEL TO AND 120.07 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, SAID POINT BEING 377.55 FEET NORTH OF SAID SOUTH LINE OF SEC3, SAID STRAIGHT LINE BEING THE NORTHWESTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY THE FIRST NATL BANK OF CHICAGO TO THE TRUSTEES OF THE CENTRAL MANUFACTURING DISTANCE BY DEED DATED JUNE 8, 1948 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 16, 1948 IN BOOK 433161 AT PAGE 238 AS DOCUMENT NUMBER 14338371, THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED STRAIGHT LINE TO ITS INTERSECTION WITH A LINE WHICH IS PARALLEL TO AND 250.07 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE TO THE SAID SOUTH LINE OF WEST 46TH STREET, THENCE EAST ALONG SAID SOUTH LINE OF WEST 46TH STREET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

THE DESCRIPTIONS HEREIN ARE BASED ON THE FOLLOWING DEFINITIONS THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS HEREIN DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH OF SAID SECTION, MEASURED 2648.14 FEET WEST FROM THE NECOR OF SAID SECTION AND MEASURED 2642.84 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 3 TO A POINT ON THE SOUTH LINE OF SAID SECTION 3 MEASURED 26669.37 FEET WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2668.04 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 3, IN COOK COUNTY, ILLINOIS

ALSO THE EAST AND WEST CENTER LINE OF SAID SECTION 3 IS HEREIN DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SECTION 3, MEASURED 2597.19 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2669.84 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SECTION 3, TO A POINT IN THE WEST LINE OF SAID SECTION 3 MEASURED 2598.77 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 3 AND MEASURED 2661.19 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 3, ALL IN COOK COUNTY, ILLINOIS

PROPERTY COMMONLY KNOWN AS: 4800 SOUTH KOLIN AVENUE  
CHICAGO, ILLINOIS 60632-4414

P.I.N. #19-03-400-070-0000 AND 19-03-400-157-0000