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**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial Division 15  
1400 Sixteenth Street  
Suite 120  
Oak Brook, IL 60523

Doc#: 1319315151 Fee: \$48.25  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/12/2013 04:09 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

MB Financial Bank, N.A.  
Loan Documentation  
6111 N. River Rd.  
Rosemont, IL 60018

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

C. Aguilar Barbosa Loan Documentation Officer, Deal 16000 Loans 6900000001590 & 290154  
MB Financial Bank, N.A.  
1400 Sixteenth Street  
Oak Brook, IL 60523

## MODIFICATION OF MORTGAGE



**THIS MODIFICATION OF MORTGAGE** dated May 15, 2013, is made and executed between FODERARO INVESTMENT PARTNERSHIP, whose address is 31W222 W BARTLETT RD BARTLETT, IL 60103-9504 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 1400 Sixteenth Street, Suite 120, Oak Brook, IL 60523 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 15, 2011 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage dated as of May 15, 2011 (the "Mortgage") executed by Federaro Investment Partnership ("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 June 8, 2011 as document no. 1115939028 and modified by certain Modification of Mortgage dated as of May 15, 2012 executed by Grantor for the benefit of Lender, recorded on July 26, 2012 as document no. 1220822130

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

**PARCEL 1:**

THAT PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 32; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION

Handwritten signatures and initials, including "J5" and "NTZ".

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32, A DISTANCE OF 766.16 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS ANGLE OF 88 DEGREES 53 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 900 FEET; THENCE EASTERLY, PARALLEL WITH SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 378.39 FEET TO THE EASTERLY LINE OF TAMELING COURT AS DEDICATED BY DOCUMENT 22236160 FOR THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 427.56 FEET; THENCE SOUTHERLY ALONG A LINE THAT IF EXTENDED, WOULD INTERSECT THE SOUTH LINE OF THE NORTHEAST 1/4 AS AFORESAID AT A POINT 1574.34 FEET EASTERLY OF (MEASURED ALONG SAID SOUTH LINE) THE CENTER OF SAID SECTION 32, A DISTANCE OF 437.61 FEET TO A POINT 462.41 FEET NORTHERLY OF THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 515.9 FEET TO THE EASTERLY LINE OF TAMELING COURT AS AFORESAID; THENCE NORTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 196.30 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 360.3 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 216.95 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 459.58 FEET AND BEING TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 45.58 FEET TO THE POINT OF BEGINNING, IN HANOVER TOWNSHIP, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 31W222 W. BARTLETT RD , BARTLETT, IL 60103-9504. The Real Property tax identification number is 06-32-201-015-0000.

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

The word "Note" means individually and collectively, (i) that certain Promissory Note dated May 15, 2013 in the original principal amount of \$2,250,000.00 executed by V. AND F. TRANSFORMER CORPORATION payable to the order of Lender, and (ii) that certain Promissory Note dated March 22, 2010 in the original principal amount of \$1,000,000.00 executed by FODÉPARO INVESTMENT PARTNERSHIP payable to the order of Lender, all as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien/Maximum Indebtedness" set forth in the Mortgage secures the entire principal amount of the Loans, interest accrued thereon and all other Obligations. Under no circumstances, however, shall the aggregate principal indebtedness exceed an amount equal to two (2) times the original principal amount of the Notes, together with moneys advanced by the Mortgagee to protect and preserve the lien of this Mortgage..

**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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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 15, 2013.

GRANTOR:

FODERARO INVESTMENT PARTNERSHIP

By:   
DEAN A. FODERARO, SR., General Partner of FODERARO  
INVESTMENT PARTNERSHIP

By:   
FRANCIS F. FODERARO, General Partner of FODERARO  
INVESTMENT PARTNERSHIP

LENDER:

MB FINANCIAL BANK, N.A.

x   
Authorized Signer

Cook County Clerk's Office

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### PARTNERSHIP ACKNOWLEDGMENT

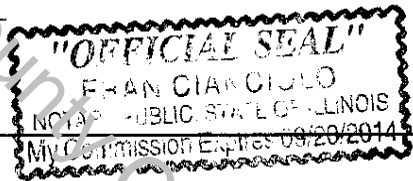
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF DuPage )

On this 30<sup>th</sup> day of May, 2013 before me, the undersigned Notary Public, personally appeared **DEAN A. FODERARO, SR., General Partner of FODERARO INVESTMENT PARTNERSHIP** and **FRANCIS F. FODERARO, General Partner of FODERARO INVESTMENT PARTNERSHIP**, and known to me to be partners or designated agents of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

By [Signature] Residing at Oak Brook IL 60523

Notary Public in and for the State of Illinois

My commission expires 9/20/14



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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF DuPage )

On this 30<sup>th</sup> day of May, 2013 before me, the undersigned Notary Public, personally appeared Steve J Clayton and known to me to be the SVP, 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 [Signature] Residing at Oak Brook IL 60523  
 Notary Public in and for the State of Illinois  
 My commission expires 9/20/14



PROPOSED BY COOK County Clerk's Office