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GIT 4354053  
(86)



RECORDATION REQUESTED BY:  
Schaumburg Bank & Trust  
Company, N.A.  
1180 East Higgins Road  
Schaumburg, IL 60173

Doc#: 1321947004 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/07/2013 11:36 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:  
Schaumburg Bank & Trust  
Company, N.A.  
1180 East Higgins Road  
Schaumburg, IL 60173

SEND TAX NOTICES TO:  
Schaumburg Bank & Trust  
Company, N.A.  
1180 East Higgins Road  
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Schaumburg Bank & Trust Company, N.A.  
1180 East Higgins Road  
Schaumburg, IL 60173

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 11, 2013, is made and executed between Burbank Mall, LLC, an Illinois Limited Liability Company, whose address is 4829 W 77th Street, Burbank, IL 60459 (referred to below as "Grantor") and Schaumburg Bank & Trust Company, N.A., whose address is 1180 East Higgins Road, Schaumburg, IL 60173 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 11, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded May 18, 2005 as Document No. 0513847099 in Cook County Illinois Recorder of Deeds Office.

**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 4829 W. 77th Street, Burbank, IL 60459. The Real Property tax identification number is 19-28-401-050.

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

**The definition of the Lender shall be amended and restated as follows:**

**Lender:** The word "Lender" means Schaumburg Bank & Trust Company, N.A..

**The following language shall be added to the Mortgage and made a part thereof:**

Grantor agrees to establish and maintain a reserve account in such amount deemed to be sufficient by Lender. Grantor shall pay monthly, or at such other interval as payments under the Note may be due, an amount equivalent to 1/12th of the total annual payments Lender reasonably anticipates making from the reserve account to pay real estate taxes. The Tax Reserve shall be held by Lender not in trust and not as

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BY GIT AS AN ACCOMODATION ONLY.  
IT HAS NOT BEEN EXAMINED AS TO ITS  
EXECUTION OR AS TO THE EFFECT UPON  
TITLE. *W*

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(Continued)**

Page 2

agent of Borrower, and may be commingled with other funds held by Lender. No interest shall be payable to Borrower with respect to the Tax Reserve. The Tax Reserve will not release Borrower from any obligation to make timely payments of real estate taxes due and payable with respect to the Property or of any payments due and payable under the Related Documents, but will be held by Lender during the term of the Loan to more fully protect the security of the Note and to provide security to Lender for the payment of the real estate taxes that become due and payable with respect to the Property during the term of the Note. Provided there is no Event of Default hereunder then existing, and provided that there exists no default that with the passage of time or the giving of notice or both would constitute an Event of Default, the Tax Reserve will be drawn upon by Lender during the term of the Loan to pay the real estate taxes due and payable with respect to the Property during the term of the Loan until such time as the entire Tax Reserve shall have been drawn upon. Interest shall not accrue on any portion of the Tax Reserve until such time as a portion thereof has been drawn upon to pay real estate taxes due and payable with respect to the Property. Any disbursement from the Tax Reserve shall be a disbursement of principal of the Loan upon which interest shall be thereafter payable. Lender shall have no obligation to disburse any portion of the Tax Reserve to pay real estate taxes at any time that there exists an Event of Default or any default that with the passage of time or the giving of notice or both would constitute an Event of Default. Upon the occurrence of an Event of Default, Lender may apply the balance of the Tax Reserve towards the payment of any amount due and payable under the Note or under the other Related Documents.

**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 MAY 11, 2013.**

GRANTOR:

BURBANK MALL, LLC

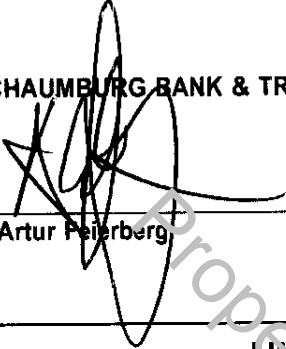
By:   
Walter Podmanski, Member of Burbank Mall, LLC

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## MODIFICATION OF MORTGAGE (Continued)

LENDER:

SCHAUMBURG BANK & TRUST COMPANY, N.A.

X  \_\_\_\_\_  
 Artur Peierberg

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

On this 11<sup>TH</sup> day of May, 2013 before me, the undersigned Notary Public, personally appeared Walter Podmanski, Member of Burbank Mall, 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 Barbara B. Riscili Residing at Schaumburg IL

Notary Public in and for the State of ILLINOIS

My commission expires 07/29/13



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

On this 11<sup>th</sup> day of May, 2013 before me, the undersigned Notary Public, personally appeared Artur Feierberg and known to me to be the \_\_\_\_\_, authorized agent for Schaumburg Bank & Trust Company, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Schaumburg Bank & Trust Company, N.A., duly authorized by Schaumburg Bank & Trust Company, 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 Schaumburg Bank & Trust Company, N.A.

By Barbara B. Riscili

Residing at Schaumburg IL

Notary Public in and for the State of ILLINOIS

My commission expires 07/29/13



Notary Public, State of Illinois  
Clerk's Office

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Exhibit A

Real Property

Page 1 of 2

4829 West 77<sup>th</sup> Street  
Burbank, Illinois 60459

PIN: 19-28-401-050

**PARCEL 1:**

LOT 9 IN BURBANK TOWN CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 25, 1984, AS DOCUMENT NUMBER 27143345, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

NON-EXCLUSIVE, PERPETUAL, EASEMENT FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY AS CREATED BY THE GRANT OF EASEMENT DATED JULY 20, 1983 MADE BY CITY OF BURBANK AND RECORDED NOVEMBER 30, 1983 AS DOCUMENT NUMBER 26879832, AND LR 3343591, FOR THE PURPOSE OF DUMPING OF STORM WATER AND OF ESTABLISHING, MAINTAINING AND SERVICING WATER AND STORM AND SANITARY SEWER LINES, PIPES, MANHOLES, CATCH BASINS AND LIFT STATIONS ON THE FOLLOWING DESCRIBED LAND:

A: THE WEST 120.0 FEET OF THE NORTH 2/3 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

B: THE NORTH 33.0 FEET OF THE WEST 130.0 FEET OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28 AFORESAID, LYING SOUTH OF AND ADJOINING THE NORTH 1/2 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

C: THE WEST 120.0 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

D: THE WEST 120.0 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

E: THAT PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SOUTH EAST 1/4 AND THE WEST LINE OF THE EAST 1/2 OF SAID SOUTH EAST 1/4; THENCE SOUTH ALONG SAID WEST LINE, 166.97 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 13 DEGREES 09 MINUTES 30 SECONDS, (AS MEASURED FROM NORTH TO NORTHWEST WITH THE LAST DESCRIBED COURSE), A DISTANCE OF 420.50 FEET TO THE CENTERLINE OF STATE ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, 135.18 FEET TO A LINE WHICH IS 120 FEET NORTHEASTERLY OF AND PARALLEL WITH THE HERETOFORE DESCRIBED COURSE, WHOSE LENGTH WAS 420.50 FEET; THENCE SOUTHEASTERLY ALONG SAID LINE, 339.62 FEET TO AFORESAID SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 28; THENCE WEST ALONG SAID LINE, 84.28 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Page 2 of 2

PARCEL 3:

NON-EXCLUSIVE, PERPETUAL, EASEMENT FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY, AS CREATED BY THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS, BURBANK TOWN CENTER, DATED DECEMBER 8, 1983 AND RECORDED DECEMBER 22, 1983 AS DOCUMENT NUMBER 26906440, AND REGISTERED JANUARY 14, 1984 AS DOCUMENT NUMBER LR 3350667, FOR INGRESS AND EGRESS, PARKING, DRAINAGE, UTILITIES, MAINTENANCE AND SELF-HELP, OVER AND UPON:

A: THE "TRUST C" PROPERTY AS DEFINED AND DESCRIBED IN SAID DECLARATION;

B: THE "TRUST A" PROPERTY AS DEFINED AND DESCRIBED IN SAID DECLARATION, IN COOK COUNTY, ILLINOIS;

AND

APPURTENANT EASEMENTS AS DEFINED AND DESCRIBED IN THE CONSTRUCTION, OPERATION AND EASEMENTS AGREEMENT RECORDED AS DOCUMENT NUMBER 27149217, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office