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RECORDATION REQUESTED BY:
FIRST BANK OF HIGHLAND
PARK
NORTHBROOK OFFICE
633 SKOKIE BLVD
NORTHBROOK, IL 60062

Doc#: 1329804130 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/25/2013 01:34 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
First Bank of Highland Park
Attn: Loan Operations
633 Skokie Blvd. Suite 320
Northbrook, IL 60062

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
FIRST BANK OF HIGHLAND PARK
1835 First Street
Highland Park, IL 60035

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MODIFICATION OF MORTGAGE

ST 5058179 J / CTI

THIS MODIFICATION OF MORTGAGE dated October 4, 2013, is made and executed between 400 ANTHONY TRAIL, LLC, whose address is 400 Anthony Trail, Northbrook, IL 60062 (referred to below as "Grantor") and FIRST BANK OF HIGHLAND PARK, whose address is 633 SKOKIE BLVD, NORTHBROOK, IL 60062 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 17, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

DOCUMENT NO. 0411933238 RECORDED ON APRIL 28, 2004.

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

THE NORTH 141.76 FEET OF THE EAST 360.00 FEET (EXCEPT THEREFROM THE EAST 10.00 FEET) OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 400 Anthony Trail, Northbrook, IL 60062. The Real Property tax identification number is 04-05-400-022-0000.

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

The Mortgage and Assignment of Rents is hereby amended and modified as follows:

The section entitled "Maximum Lien" is amended to read as follows: "At no time shall the principal amount of the indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage exceed \$1,043,745.32;

The word "Note" means the promissory note dated March 17, 2004, in the original principal amount of \$632,000.00 from Grantor to Lender, together with a change in terms agreement dated October 4, 2013, in the original principal amount of \$521,872.66 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory

EX 333-CT

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(Continued)**

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note or agreement. The interest rate on the Note is 5.250% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in 83 regular payments of \$3,901.47 each and one irregular last payment estimated at \$366,279.19. Grantor's first payment is due November 17, 2013, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on October 17, 2020, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

All other terms and conditions remain in full force and effect as described below in the paragraph entitled "Continuing Validity".

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 of 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.

INDEBTEDNESS AND LIENS. Borrower covenants and agrees with Lender during the term of this Mortgage, including all renewals, extensions and modifications, Borrower shall not, without the prior written consent of Lender: (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Note, create, incur, or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 4, 2013.

GRANTOR:

400 ANTHONY TRAIL, LLC

THE GEORGE CARDENAS LIVING TRUST DATED THE 2ND DAY OF OCTOBER, 1997, Member of 400 ANTHONY TRAIL, LLC

By: 

GEORGE CARDENAS, Trustee of THE GEORGE CARDENAS LIVING TRUST DATED THE 2ND DAY OF OCTOBER, 1997

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

FIRST BANK OF HIGHLAND PARK

x Mark Kosul, SVP
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

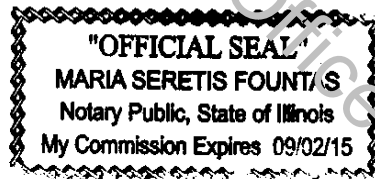
STATE OF IL)
) SS
COUNTY OF Cook)

On this 7th day of October, 2013 before me, the undersigned Notary Public, personally appeared **GEORGE CARDENAS, Trustee of THE GEORGE CARDENAS LIVING TRUST DATED THE 2ND DAY OF OCTOBER, 1997, Member of 400 ANTHONY TRAIL, 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 Maria Seretis Fountas Residing at Northbrook

Notary Public in and for the State of IL

My commission expires 9-2-15



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 7th day of October, 2013 before me, the undersigned Notary Public, personally appeared Mark Kosiek and known to me to be the S.V.P, authorized agent for **FIRST BANK OF HIGHLAND PARK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST BANK OF HIGHLAND PARK**, duly authorized by **FIRST BANK OF HIGHLAND PARK** 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 BANK OF HIGHLAND PARK**.

By Maria Seretis Fountas Residing at Northbrook

Notary Public in and for the State of IL

My commission expires 9-2-15

