

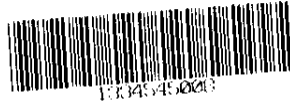
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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

Adam R. Moreland
Chuhak & Tecson, P.C.
30 South Wacker Drive, Suite 2600
Chicago, Illinois 60606

Property: 6509-6515 West Pershing,
Stickney, Illinois 60402

P.I.N.: 19-06-205-057-0000;
19-06-205-058-0000; and
19-06-205-059-0000



Doc#: 1334545008 Fee: \$50.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/11/2013 08:39 AM Pg: 1 of 6

Space Above This Line Reserved For Recorder's Use

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE ("**Modification**") is made as of ~~October~~ ^{NOVEMBER} 12, 2013, by STEPHEN J. MAZUR, also known as STEVEN J. MAZUR, individually ("**Mortgagor**"), to and for the benefit of THE LEADERS BANK, its successors and assigns ("**Mortgagee**").

RECITALS

A. Mortgagor and Mortgagee have entered into a Mortgage and Security Agreement and UCC Fixture Filing from Mortgagor to Mortgagee dated March 31, 2011, and recorded with the Cook County Recorder of Deeds on April 1, 2011, as Document No. 1109115043 ("**Mortgage**"), affecting real property located in Cook County, Illinois and legally described as follows:

See Legal Description on Exhibit A, attached hereto and made a part hereof.

Commonly known as 6509-6515 West Pershing, Stickney, Illinois 60402 ("**Real Estate**").

B. The Mortgage currently secures a loan facility provided by Mortgagee to the Mortgagor and CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to Fifth Third Bank, as Successor Trustee to Pinnacle Bank, as Trustee under Trust Agreement dated July 15, 1997, and known as trust number S11567 (collectively, "**Borrower**") on or about October 21, 2009, in the original principal amount of One Million Two Hundred Twenty-Five Thousand and 00/100 Dollars U.S. (\$1,225,000.00) ("**Loan**").

C. Mortgagee is willing to agree to modify the Loan pursuant to that certain Third Modification of Loan Documents of even date herewith, by and between Borrower and

S Yes
P 6
S NO
M Yes
SC Yes
E NO
INT

Gpss.

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Mortgagee, in relation to the Loan (“**Modification Agreement**”), provided that the Mortgage is modified in accordance with the terms of such Modification Agreement as hereinafter set forth. Any capitalized term not defined in herein shall have the definition ascribed to it in the Loan Documents (as defined in the Modification Agreement).

MODIFICATIONS AND AGREEMENTS

1. Modifications. Mortgagee and Mortgagor hereby modify the Mortgage such that any reference in the Mortgage to the “Note” shall mean and refer to that certain Second Amended and Restated Promissory Note in the original principal amount of One Million Six Hundred Twenty-Six Thousand Seven Hundred Seven and 00/100 Dollars U.S. (\$1,626,707.00), from Borrower in favor of Mortgagee, dated as of October _____, 2013.
2. 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 its respective terms, as a third priority lien. Consent by Mortgagee to this Modification does not waive Mortgagee’s right 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 Notes or other credit agreement secured by the Mortgage. It is the intention of Mortgagee to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Notes 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 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.
3. Mortgage Validity. The Mortgage represents the unconditional, absolute, valid and enforceable obligation of and against Mortgagor in favor of Mortgagee. Mortgagor has no claims, counterclaims or set-offs with respect to the Loans or the Loan Documents as modified herein or in the Modification Agreement. Mortgagor understands and acknowledges that the Mortgagee entered into the Modification Agreement in reliance upon, and in partial consideration for, this acknowledgment and representation, and agrees that such reliance is reasonable and appropriate. The undersigned Mortgagor hereby confirms and reaffirms all of the representations and warranties in the Mortgage as of the date hereof as being true, accurate and complete.
4. Time. Time is of the essence of this Modification and each term hereof.
5. General Provisions. Any waiver contained in this Modification is singular in nature and should not be construed to represent a waiver of any other term of this Modification, nor should any such waiver be considered continuing in nature.
6. Governing Law. This Modification and all other Loan Documents and the rights and obligations of the parties hereto shall be governed by the laws of the State of Illinois

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without regard to principles concerning choice of law. In any action arising out of or connected with the Mortgage or this Modification, the Mortgagor hereby expressly consents to the personal jurisdiction of any state or federal court located in the State of Illinois and also consents to service of process by any means authorized by federal or governing state law.


7. Counterparts. This Modification may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same instrument. This Modification shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.
8. Authority. The signatories hereto state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

Remainder of page left blank intentionally – signature page to follow.

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IN WITNESS WHEREOF, the parties have executed this Modification of Mortgage as of the date first above written.

MORTGAGOR:


STEPHEN J. MAZUR, a/k/a STEVEN J.
MAZUR, individually

MORTGAGEE:

THE LEADERS BANK

By: 
Name: Russell Armstrong
Title: Vice President

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

Parcel A:

Lot 5 and the East 8.00 feet of lot 6 in Block 3 of John C. Wachter Subdivision of Blocks 3, 4, 5, 6, 11 and 12 of Nickerson's Subdivision of the East 1/2 of Section 6, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 6509 West Pershing, Stickney, Illinois 60402
 PIN: 19-06-205-059-0000

Parcel B:

Lot 6 (except the East 8.00 feet thereof) and Lot 7 (except the West 8 feet, 4 inches thereof) in Block 3 of John C. Wachter Subdivision of Blocks 3, 4, 5, 6, 11 and 12 of Nickerson's Subdivision of the East 1/2 of Section 6, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 6511 West Pershing, Stickney, Illinois 60402
 PIN: 19-06-205-053-0000

Parcel C:

Lot 8 and the West 8, 4 inches of Lot 7 in Block 3 of John C. Wachter Subdivision of Blocks 3, 4, 5, 6, 11 and 12 of Nickerson's Subdivision of the East 1/2 of Section 6, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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