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FIRST AMERICAN TITLE
ORDER # 2032855



Doc#: 1525304022 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/10/2015 09:23 AM Pg: 1 of 5

RECORDATION REQUESTED BY:
WINTRUST BANK
190 S. LaSalle
Suite 2200
Chicago, IL 60603

WHEN RECORDED MAIL TO:
WINTRUST BANK
7800 LINCOLN AVENUE
SKOKIE, IL 60077

Approved

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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 24, 2015, is made and executed between Chicago Title Land Trust Company as Successor Trustee to Cole Taylor Bank, not personally but as Trustee on behalf of Trust Agreement dated January 1, 1998 and known as Trust #98-7815, whose address is 10 S. LaSalle St. - Suite 2750, Chicago, IL 60603 (referred to below as "Grantor") and WINTRUST BANK, whose address is 190 S. LaSalle, Suite 2200, Chicago, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 24, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded April 14, 2010 as Document No. 1010412129, in the office of the Cook County Recorder of Deeds.

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

REAL PROPERTY IN THE CITY OF WHEELING, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 1: LOTS 1, 2, AND 3 IN BLOCK 5 IN AMERLINE SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 39 AND 40 IN PALWAUKEE BUSINESS CENTER UNIT TWO, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 67 AND 68 IN PALWAUKEE BUSINESS CENTER UNIT THREE, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED SEPTEMBER 11, 1986 AS DOCUMENT NUMBER 86408080, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 511 Glenn Avenue, Wheeling, IL 60090. The Real Property tax identification number is 03-11-303-026-0000; 03-11-410-001-0000; 03-11-410-002-0000;

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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03-11-410-013-0000; and 03-11-410-014-0000.

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

Lender is hereby amended to be Wintrust Bank. All references in any and all Loan Documents to "Lender" shall now mean Wintrust Bank.

The Definition of Note is hereby amended to read as follows:

Promissory Note dated March 24, 2015, as amended from time to time, in the original principal amount of \$1,219,471.37 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or credit agreement.

A RIDER dated March 24, 2015 shall be incorporated herein and made a part hereof.

The Mortgage is hereby modified to include the cross-collateralization provision as follows:

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures the following described additional indebtedness: a Promissory Note dated February 28, 2015, as amended from time to time, in the original principal amount of \$4,000,000.00 from Hawk Electronics, Inc. to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or credit agreement.

In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Borrower and Hawk Electronics, Inc. to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Hawk Electronics, Inc. or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower and Hawk Electronics, Inc. may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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.

DEFAULT OF HAWK ELECTRONICS, INC.. Grantor shall be in default if Hawk Electronics, Inc. fails to comply with or to perform any term, obligation, covenant or condition contained in any agreement or documents between Hawk Electronics, Inc. and Lender.

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MODIFICATION OF MORTGAGE (Continued)

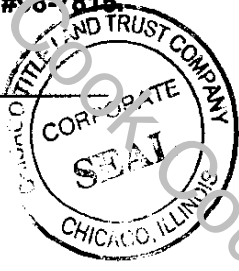
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 24, 2015.

GRANTOR:

TRUST AGREEMENT DATED JANUARY 1, 1998 AND KNOWN AS TRUST #98-7815

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO COLE TAYLOR BANK, not personally but as Trustee under that certain trust agreement dated 01-01-1998 and known as Trust Agreement dated January 1, 1998 and known as Trust #98-7815.

By: [Signature]
Trust Officer



LENDER:

WINTRUST BANK

X [Signature]
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Property Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

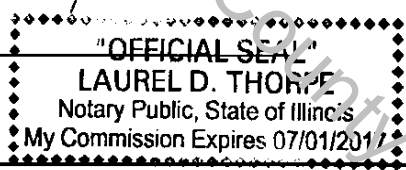
TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 26th day of March 2015 before me, the undersigned Notary Public, personally appeared Trust Officer, KAREN M. FINN of Chicago Title Land Trust Company as Successor Trustee to Cole Taylor Bank, Trustee of Trust Agreement dated January 1, 1998 and known as Trust #98-7815, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By Laurel D. Thorpe Residing at _____
 Notary Public in and for the State of Illinois

My commission expires _____



Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL

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) SS

COUNTY OF COOK

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On this 9th day of July, 2015 before me, the undersigned Notary Public, personally appeared Tim Irwin and known to me to be the SVP, authorized agent for **WINTRUST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **WINTRUST BANK**, duly authorized by **WINTRUST 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 **WINTRUST BANK**.

By Kitty J. Schreiber

Residing at 1405 LaSalle, Chgo, IL 60603

Notary Public in and for the State of IL

My commission expires 5/9/18

