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Cook County Recorder 25.50

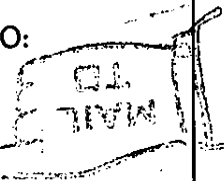
RECORDATION REQUESTED BY:

Interstate Bank
15533 South Cicero
Attn: Loan Department
Oak Forest, IL 60452



WHEN RECORDED MAIL TO:

Interstate Bank
15533 South Cicero
Attn: Loan Department
Oak Forest, IL 60452



SEND TAX NOTICES TO:

Interstate Bank
15533 South Cicero
Attn: Loan Department
Oak Forest, IL 60452

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Roberta Mitchell @ Interstate Bank
15533 S. Cicero Avenue
Oak Forest, IL. 60452

FIRST AMERICAN TITLE order # AC186987

STB-T.P.

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED June 29, 2000, BETWEEN Winnebago Properties, Inc., An Illinois Corporation (referred to below as "Grantor"), whose address is 3136 N. Lincoln Avenue, Chicago, IL 60657; and Interstate Bank (referred to below as "Lender"), whose address is 15533 South Cicero, Attn: Loan Department, Oak Forest, IL 60452.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 10, 1999 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded with the Cook County Recorder of Deeds June 16, 1999 as Document No. 99575876

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

Lots 1 and 2 in Assessor's Division of Lot 8 and the South 1/2 of Lot 7 in Block 15 in Russell, Mather and Robert's Addition to Chicago, in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 700 W. Grand Avenue, Chicago, IL 60610. The Real Property tax identification number is 17-09-102-026-0000.

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

This Modification of Mortgage is executed for the sole purpose of increasing credit limit on Loan No. 0734383-9002 to \$1,500,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

Loan No 0734383

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Winnebago Properties, Inc.

By: Andrew D. Hershoff
Andrew D. Hershoff, President

By: Jerome Cedicci
Jerome Cedicci, Vice President/Secretary

LENDER:

Interstate Bank

By: Cynthia Elmore Grazian
Authorized Officer CYNTHIA ELMORE GRAZIAN
SR. VICE PRESIDENT

CORPORATE ACKNOWLEDGMENT

STATE OF ILL)
) ss
COUNTY OF COOK)

On this 20 day of JUNE, 2000, before me, the undersigned Notary Public, personally appeared Andrew D. Hershoff and Jerome Cedicci An Illinois Corporation, President and Vice President/Secretary of Winnebago Properties, Inc., and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By: Roberta L. Mitchell Residing at 15533 S. CICERO

Notary Public in and for the State of ILL

My commission expires 8/07/2002



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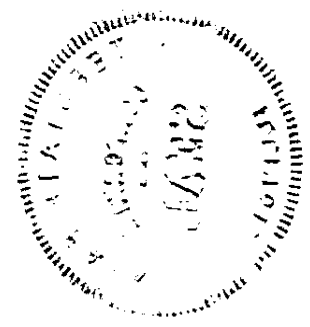
04/20/20

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Property of Cook County Clerk's Office



[Handwritten signature]

COOK COUNTY CLERK'S OFFICE
1100 JACOB
CHICAGO, ILLINOIS
60607

Loan No 0734383

LENDER ACKNOWLEDGMENT

STATE OF ILL)
) ss
COUNTY OF COOK)

On this 20 day of JUNE, 2000, before me, the undersigned Notary Public, personally appeared CYNTHIA ELMORE GRAZIAN and known to me to be the SR. VICE PRESIDENT, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Roberta L. Mitchell

Residing at 15533 S. CICERO

Notary Public in and for the State of ILL



My commission expires 08/07/2002

PROPERTY OF COOK County Clerk's Office