

# UNOFFICIAL COPY

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RECORDATION REQUESTED BY:  
PALOS BANK AND TRUST  
COMPANY  
12600 S. HARLEM AVENUE  
PALOS HEIGHTS, IL 60463

5267/0024 80 002 Page 1 of 5  
2001-03-09 09:57:51  
Cook County Recorder 29.50



WHEN RECORDED MAIL TO:  
PALOS BANK AND TRUST  
COMPANY  
12600 S. HARLEM AVENUE  
PALOS HEIGHTS, IL 60463



**COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
BRIDGEVIEW OFFICE**

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

PALOS BANK AND TRUST COMPANY  
12600 S. HARLEM AVE.  
PALOS HEIGHTS, IL 60463

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 1, 2001, is made and executed between PEBBLE CREEK LANDSCAPING, INC., whose address is Post Office Box 545, ORLAND PARK, IL 60462 (referred to below as "Grantor") and PALOS BANK AND TRUST COMPANY, whose address is 12600 S. HARLEM AVENUE, PALOS HEIGHTS, IL 60463 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 8, 2000 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded in the Cook County Recorder of Deeds Office on November 29, 2000 as document 00933935.

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

SEE ATTACHED FOR LEGAL

135TH

The Real Property or its address is commonly known as ~~XXXXX~~ AND LA GRANGE ROAD, ORLAND PARK, IL 60462. The Real Property tax identification number is 27-03-100-005; 27-03-300-004.

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

The mortgage amount has been increased to \$361,500.00.

**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

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MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 70004533

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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 MARCH 1, 2001.

GRANTOR:

PEBBLE CREEK LANDSCAPING, INC.

By: [Signature]  
MARK J. HOLDA, President of PEBBLE CREEK  
LANDSCAPING, INC.

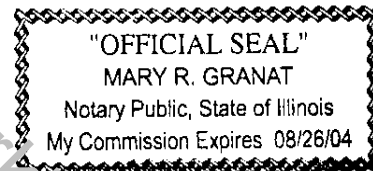
LENDER:

X [Signature]  
Authorized Signer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF Cook

)  
) SS  
)



On this 1st day of March, 2001 before me, the undersigned Notary Public, personally appeared MARK J. HOLDA, President

, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Mary R. Granat Residing at Chicago, Ill.  
Notary Public in and for the State of Illinois  
My commission expires 8-26-04

Loan No: 70004533

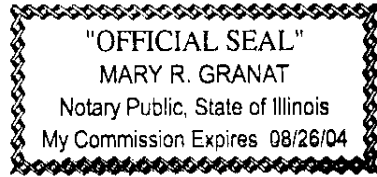
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LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

)  
) SS  
)



On this 1st day of March, 2001 before me, the undersigned Notary Public, personally appeared JAMES J. DZURNY and known to me to be the V.P. 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 Mary R. Grant Residing at Chicago, Ill.

Notary Public in and for the State of Illinois

My commission expires 8-26-04

Cook County Clerk's Office

## Legal Description:

That part of the West Half (1/2) of Section 3, Town 36 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing in the West line of said Section at a point 325.44 feet South of the North line of the Southwest Quarter (1/4) of said Section, as measured along said West line; thence North along said West line, being also the center line of 96th Ave., 325.44 feet to the North line of said Southwest Quarter (1/4); thence North along the center line of 96th Ave., 227.35 feet; thence North 89 degrees, 38 minutes, 30 seconds East, 576.8 feet to the Westerly line of the Original Right of Way of the Chicago and Strawn Railway; thence Southwesterly along said Westerly Right of Way line 674.09 feet to the point of intersection of said Right of Way line with a line drawn 325.44 feet South of and parallel with the North line of the Southwest Quarter (1/4) of said Section; thence West along said parallel line, 205.56 feet to the place of beginning (except that part of said tract lying West of the following described line, beginning at a point in the South line of the above described property, said point being 50.00 feet East of the aforesaid West line of said Section, measured along said South line; thence North along a line running parallel to said West line of said Section, a distance of 72.82 feet to a point; thence Northeasterly 101.47 feet to a point which is 69.00 feet East of measured at right angles to said West line of said Section; thence North along a line running parallel to said West line of said Section, a distance of 200 feet to a point; thence Northwesterly 101.47 feet to a point which is 55.56 feet East of measured at right angles to said West line of said Section; thence Northeasterly 80 feet to a point in the North line of the aforementioned property, said point being 58.57 feet East of said West line of said Section, measured along said North line), in Cook County, Illinois.

AND

except for that part taken for the widening of 96th Avenue by the State of Illinois as follows:

That part of the West half of Section 3, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois; described as follows:

Commencing at the Northwest corner of the Southwest quarter of said Section 3; thence on an assumed bearing of South 00 degrees 00 minutes 29 seconds West along the West line of said Southwest Quarter, 325.44 feet to a point in the South line of the North 10 acres of the West half of the Southwest quarter of said Section 3; thence North 89 degrees 50 minutes 31 seconds East along said South line, 50.00 feet to the point of beginning, being also the easterly right of way line of 96th Avenue; thence North 00 degrees 02 minutes 07 seconds East along said Easterly right of way line, 72.82 feet; thence North 10 degrees 47 minutes 33 seconds East along said Easterly right of way line, 101.47 feet to a point distant Easterly 69.00 feet as measured at right angles to the West line of said Section 3; thence North 00 degrees 00 minutes 26 seconds East along said Easterly right of way line of 96th Avenue, 200 feet; thence North 07 degrees 36 minutes 53 seconds West along said Easterly right of way line 101.47 feet to a point distant easterly 55.56 feet as measured at

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right angles to the West line of said Section 3; thence North 02 degrees 10 minutes 06 seconds East along said Easterly right of way line, 80.00 feet (deed) 79.80 feet (measured) to a point in the apparent North property line distant Easterly 58.57 feet as measured at right angles to the West line of said Section 3; thence North 89 degrees 50 minutes 31 seconds East along said apparent North property line 60.63 feet; thence South 01 degrees 44 minutes 27 seconds West, 553.11 feet to a point in the South line of said North 10 acres; thence South 89 degrees 50 minutes 31 seconds West along said South line, 52.47 feet to the point of beginning.

Commonly known as: 13951-13961 LaGrange Road, Orland Park, IL 60462

Permanent Index Number: 27-03-100-005-0000  
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Property of Cook County Clerk's Office