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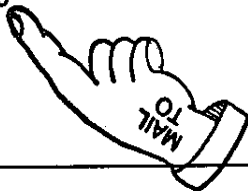
5169/0090 82 002 Page 1 of 3  
2001-02-21 14:40:05  
Cook County Recorder 25.50

RECORDATION REQUESTED BY:  
Bridgeview Bank and Trust  
7940 S. Harlem Ave.  
Bridgeview, IL 60455

COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
BRIDGEVIEW OFFICE



WHEN RECORDED MAIL TO:  
Bridgeview Bank and Trust  
7940 S. Harlem Ave.  
Bridgeview, IL 60455



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Bridgeview Bank and Trust  
7940 South Harlem Avenue  
Bridgeview, IL 60455

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated January 15, 2001, is made and executed between Oak Leaf Properties, L.L.C., whose address is C/O M. Fishman & Co., 1332 N. Halsted, Chicago, IL 60622 (referred to below as "Grantor") and Bridgeview Bank and Trust, whose address is 7940 S. Harlem Ave., Bridgeview, IL 60455 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 28, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated March 28, 2000 and recorded on April 4, 2000 in the Office of the Recorder of Deeds for Cook County, Illinois as Document Number 00235500.

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

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 3240 W. Fullerton, Chicago, IL 60622. The Real Property tax identification number is 13-46-429-031.

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

Increase loan amount from \$425,000.00 to \$775,000.00; change from single pay to a draw down construction line of credit.

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

MODIFICATION OF MORTGAGE

Loan No: 60874

(Continued)

Page 2

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 15, 2001.

GRANTOR:

OAK LEAF PROPERTIES, L.L.C.

By: [Signature]  
Mark A. Fishman, Member of Oak Leaf Properties, L.L.C.

LENDER:

X [Signature]  
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

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) SS

COUNTY OF Cook

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On this 15<sup>th</sup> day of JANUARY, 2001 before me, the undersigned Notary Public, personally appeared Mark A. Fishman, Member

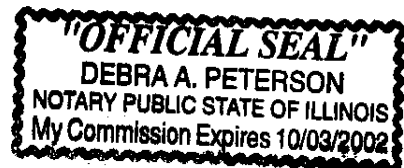
and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating 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 [Signature]

Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 10/3/02



MODIFICATION OF MORTGAGE

(Continued)

Loan No: 60874

Page 3

LENDER ACKNOWLEDGMENT

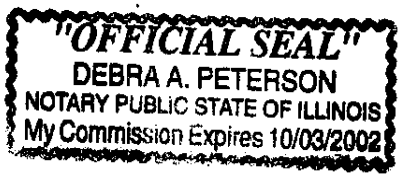
STATE OF Illinois )
) SS
COUNTY OF Cook )

On this 15th day of January, 2001 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 Debra A. Peterson Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 10/3/02



Notary Public of Cook County Clerk's Office