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2002-02-13 12:45:37
Cook County Recorder 27.50



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Prepared By!

RECORDATION REQUESTED BY:
Uptown National Bank of
Chicago
4753 N Broadway
Chicago, IL 60640



WHEN RECORDED MAIL TO:
Uptown National Bank of
Chicago
4753 N Broadway
Chicago, IL 60640

SEND TAX NOTICES TO:
Uptown National Bank of
Chicago
4753 N Broadway
Chicago, IL 60640

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Uptown National Bank of Chicago
4753 N Broadway
Chicago, IL 60640

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 29, 2002, is made and executed between ASP Development, Ltd., an Illinois Corporation, whose address is 3327 Springdale Ave., Glenview, IL 60025 (referred to below as "Grantor") and Uptown National Bank of Chicago, whose address is 4753 N Broadway, Chicago, IL 60640 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 26, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded August 2, 2001 as document 0010702447 made by ASP Development, Ltd. to Uptown National Bank of Chicago to secure a Note for \$513,600.00.

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

LOT 43 IN BLOCK 17 IN PIERCE'S ADDITION TO HOLSTEIN, BEING A SUBDIVISION OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2134 W. Churchill St., Chicago, IL 60647. The Real Property tax identification number is 14-31-316-028-0000

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

Grantor has received additional principal, making the total indebtedness \$556,000.00. Said increase is evidenced by a Change in Terms Agreement dated January 29, 2002. Said Agreement is secured by the property pursuant to the terms of the mortgage.

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

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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.

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 29, 2002.

GRANTOR:

ASP DEVELOPMENT, LTD.

By: Steve Syggelas, President of ASP Development, Ltd.

LENDER:

Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 32001

Page 4

LENDER ACKNOWLEDGMENT

STATE OF

Illinois

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) SS

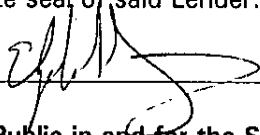
COUNTY OF

Cook

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On this 29 day of JANUARY, 2002 before me, the undersigned Notary Public, personally appeared Jay Steiner and known to me to be the Ass't 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

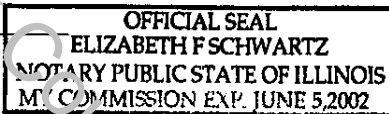


Residing at

Uptown National Bank

Notary Public in and for the State of

My commission expires

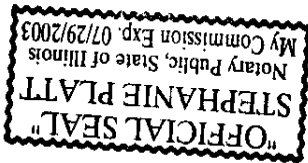


Cook County Clerk's Office

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Property of Cook County, Illinois



On this 30th day of JANUARY, 2002, before me, the undersigned Notary Public, personally appeared Steve Syregelas, President of ASP Development, Ltd., 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 Stephanie Platt
 Notary Public in and for the State of ILLINOIS
 My commission expires 7/29/03

Residing at _____

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS
 COUNTY OF COOK
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) SS
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