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Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 05/19/2003 10:09 AM Pg: 1 of 3

WHEN RECORDED MAIL TO:
INTERSTATE BANK
ATTN: LOAN DEPARTMENT
15533 S. CICERO AVENUE
OAK FOREST, IL 60452

FOR RECORDER'S USE ONLY

\$

This Modification of Mortgage prepared by:

ROBERTA MITCHELL (LOAN #7290125-9003)
INTERSTATE BANK
15533 S. CICERO AVENUE
OAK FOREST, IL 60452

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 25, 2003, is made and executed between Tok's, Inc., an Illinois Corporation, whose address is 7404 N. Olcott, Chicago, IL 60631 (referred to below as "Grantor") and INTERSTATE BANK, whose address is 15533 S. CICERO AVENUE, OAK FOREST, IL 60452 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 17, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with the Cook County Recorder on January 31, 2003 as Document No. 0030148237.

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

Lots 51 and 52 in Block 2 in Chicago Distillery Company's Subdivision of Block 19 in Sheffield's Addition to Chicago in the West 1/2 of the Southwest 1/4 of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 1636 N. Bosworth, Chicago, IL 60622. The Real Property tax identification number is 14-32-312-024-0000 & 14-32-312-025-0000

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

This Modification of Mortgage is executed for the purpose of increasing existing Interstate Bank lien to \$1,840,000.00.

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,

BOX 333-CP

8082884.652

Property of Cook County Clerk's Office

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 7290125-9003

(Continued)

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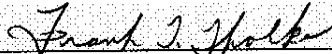
makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this 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 APRIL 25, 2003.

GRANTOR:


TOK'S, INC.

By:



Frank T. Tholke, President of Tok's Inc.

LENDER:

x 
Authorized Signer Operations Officer

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MODIFICATION OF MORTGAGE

Loan No: 7290125-9003

(Continued)

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CORPORATE ACKNOWLEDGMENT

STATE OF ILL)
)
) SS
 COUNTY OF Will)

On this 25th day of April, 2003 before me, the undersigned Notary Public, personally appeared **Frank T. Tholke, President of Tok's, Inc.**, 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 Roberta L. Mitchell Residing at N/A

Notary Public in and for the State of ILL

My commission expires 3-16-06



LENDER ACKNOWLEDGMENT

STATE OF ILL)
)
) SS
 COUNTY OF Cook)

On this 25th day of April, 2003 before me, the undersigned Notary Public, personally appeared Roberta L. Mitchell and known to me to be the Operations Officer, 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 Cheryl L Erwin Residing at OAK Forest

Notary Public in and for the State of ILL

My commission expires 12-27-03

