UNOFFICIAL COPY

RECORDATION REQUESTED BY: CORNERSTONE NATIONAL BANK & TRUST COMPANY ONE WEST NORTHWEST HIGHWAY PALATINE, IL 60067

WHEN RECORDED MAIL TO:
CORNERSTONE NATIONAL
BANK & TRUST COMPANY
ONE WEST NORTHWEST
HIGHWAY
PALATINE, IL £0067



Doc#: 0325419009

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 09/11/2003 08:31 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

1st AMERICAN TITLE order #

This Modification of Mortgage prepared 5;:

OEレ Yがり 4904 分分

CORNERSTONE NATIONAL BANK & TRUST COMPANY

ONE WEST NORTHWEST HIGHWAY

PALATINE, IL 60067

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 5, 2003. is made and executed between Maison Du Comte, Inc., an Illinois Corporation, whose address is 1642 Coloniai Parkway, Inverness, IL 60067 (referred to below as "Grantor") and CORNERSTONE NATIONAL BANK & TRUST COMPANY, whose address is ONE WEST NORTHWEST HIGHWAY, PALATINE, IL 60067 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 23, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded June 10, 2003 as docment number 0316127111 with the Cook County Recorder's Office.

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

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14 AND OUTLOTS A AND B IN MAISON DU COMTE OF PALATINE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 1, 2003 AS DOCUMENT 0312145106, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1580 Algonquin Road, Palatine, IL 60067. The Real Property tax identification number is 02-28-301-040

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

The original Promissory Note in the amount of \$2,700,000.00 dated April 23, 2003 has been renewed and increased to \$10,375,846.00 by a new Promissory Note dated September 5, 2003.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

First American Title

(Continued) MODIFICATION OF MORTGAGE

subseduent actions, not be released by it. This waiver applies not only to any initial extension or modification, but also to all such Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will persons signing below acknowledge that this Modification is given conditionally, based on the representation to If any person who signed the original Mortgage does not sign this Modification, then all this Modification. Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their

SEPTEMBER 5, 2003. MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED GRANTOR ACKIONLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF

:ЯОТИАЯЭ

MAISON(DU COMTE, INC

Clorks

Stock Cook Cook Cook Cook Cook President of Maison Du Comie, Inc.

LENDER:

UNOFFICIAL COPY

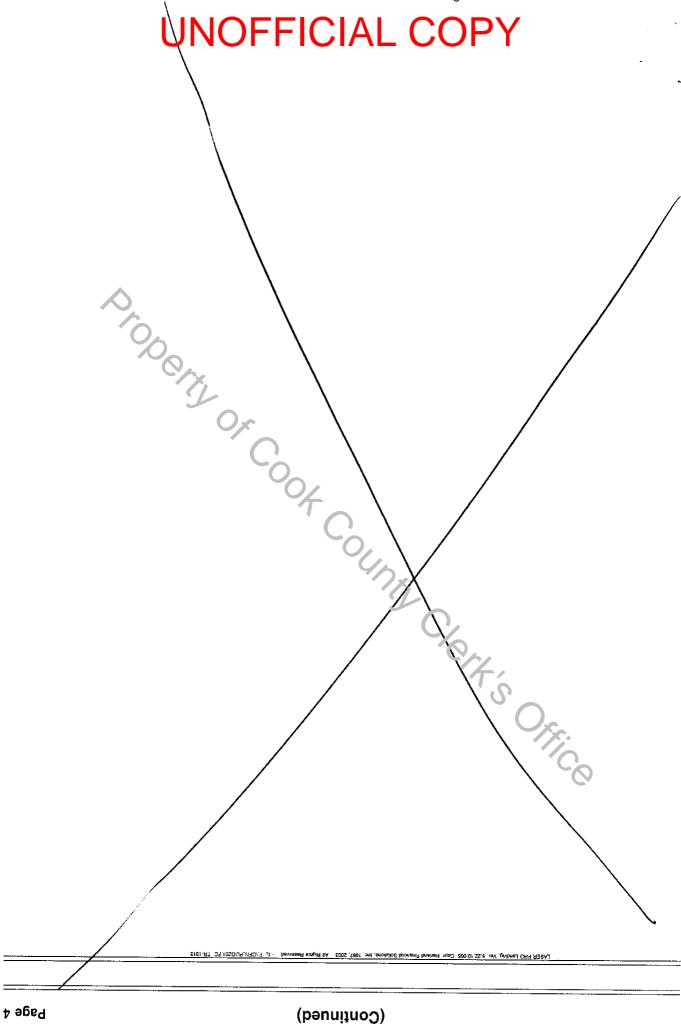
0325419009 Page: 3 of 4

UNOFFICIAL CO MODIFICATION OF MORTGAGE (Continued)

Page 3

CORPORATE ACKNOWLEDGMENT
STATE OF SOCIALIS
) SS
COUNTY OF Mc Henry
On this day of
Public, personally appeared Russell McElwain, President of Maison Du Comte, 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 Mr. ca. I May Cason Residing at Mand ale
by Tribales
Notary Public in and for the State of "OFFICIAL SEAL" Margaret Mary Corson
My commission expires ————————————————————————————————————
My Commission Exp. Co. May
LENDER ACKNOWLEDGMENT
STATE OF Dirais
) SS
COUNTY OF Weller P.
On this 5th day of <u>John ber</u> , <u>2003</u> before me, the undersigned Notary
Public personally appeared John J. Collahan and known to me to be the
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.
of said Estitation
- The In Conson Residing at I Wand Will
By Margaret Many Corpen Residing at Many Cole
Notary Public in and for the State of
Notary Public in and for the State of State of Margaret Mary Corson Margaret Mary Corson Notary Public, State of Illinois My Commission Exp. 09/11/2005

First American Title Carrier Carrier Commence



0325419009 Page: 4 of 4