

# UNOFFICIAL COPY



Doc#: 0325547243  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 09/12/2003 01:47 PM Pg: 1 of 4

RECORDATION REQUESTED BY:  
ALLEGIANCE COMMUNITY  
BANK  
8001 W. 183RD STREET  
TINLEY PARK, IL 60477

WHEN RECORDED MAIL TO:  
ALLEGIANCE COMMUNITY  
BANK  
8001 W. 183RD STREET  
TINLEY PARK, IL 60477

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
ALLEGIANCE Community Bank  
8001 W. 183rd Street  
Tinley Park, IL 60477

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 9, 2003, is made and executed between GARTEN STRASSE, INC., an Illinois Corporation (referred to below as "Grantor") and ALLEGIANCE COMMUNITY BANK, whose address is 8001 W. 183RD STREET, TINLEY PARK, IL 60477 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 21, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**APRIL 10, 2003 AS DOCUMENT NO. 0030481333 IN THE COOK COUNTY RECORDER OF DEEDS OFFICE.**

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

LOTS 46, 47 AND 48 IN BEJAMIN R. DE YOUNG'S SUBDIVISION OF THE SOUTH 953.75 FEET OF LOT 3 IN COUNTY CLERK'S DIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF MILWAUKEE AVENUE, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4120 WEST BELMONT AVENUE, CHICAGO, IL 60641.  
The Real Property tax identification number is 13-22-436-029-0000 AND 13-22-436-030-0000

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

**THE ORIGINAL PROMISSORY NOTE DATED FEBRUARY 21, 2003, WITH A MATURITY DATE OF FEBRUARY 2, 2008 IN THE ORIGINAL AMOUNT OF \$200,000.00 FROM AW MANUFACTURING, INC. TO ALLEGIANCE COMMUNITY BANK IS NOW MODIFIED AS FOLLOWS: THE PRINCIPAL BALANCE IS INCREASED FROM \$200,000.00 TO \$250,000.00 AND THE MATURITY DATE IS EXTENDED TO JUNE 2, 2008.**

**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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**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE****(Continued)**

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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 endorser 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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

**CROSS-COLLATERALIZATION.** THIS LOAN IS CROSS-COLLATERALIZED WITH AND TO ALL EXISTING LOANS AND/OR FUTURE LOANS MADE FROM ALLEGIANCE COMMUNITY BANK TO AW MANUFACTURING, INC., an Illinois Corporation and/or GARTEN STRASSE, INC., an Illinois Corporation.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 19, 2003.**

**GRANTOR:****GARTEN STRASSE, INC., AN ILLINOIS CORPORATION**By: 

**EDWARD A. WENDLING, President of GARTEN STRASSE, INC., an Illinois Corporation**

By: 

**JOSEPH J. WENDLING, Secretary of GARTEN STRASSE, INC., an Illinois Corporation**

**LENDER:**X **Authorized Signer**

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## MODIFICATION OF MORTGAGE

(Continued)

### CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 12<sup>th</sup> day of May, 2011 before me, the undersigned Notary Public, personally appeared **EDWARD A. WENDLING, President; JOSEPH J. WENDLING, Secretary of GARTEN STRASSE, INC., an Illinois Corporation**, and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



OFFICE OF COOK COUNTY CLERK'S OFFICE

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## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

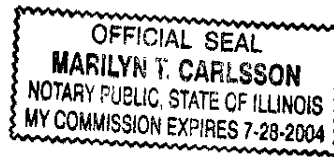
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 19th day of May, 2003 before me, the undersigned Notary Public, personally appeared Dan Kanalis and known to me to be the CEO, 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 Marilyn Carlsson Residing at Tinley Park

Notary Public in and for the State of Illinois

My commission expires 7-28-04



Cook County Clerk's Office