

# UNOFFICIAL COPY



Doc#: 0328950025  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 10/16/2003 08:19 AM Pg: 1 of 5

## THIS INSTRUMENT PREPARED BY:

Reid H. Harbin, Esq.  
STURGEON, HARBIN & BOWEN, LLC  
3350 Riverwood Parkway, Suite 1780  
Atlanta, Georgia 30339

Cross Reference to Mortgage and  
Security Agreement recorded in  
Cook County, IL as Document No.  
0316826014, Pages 1-24.

## MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT

THIS ASSIGNMENT MODIFICATION AGREEMENT ("Agreement"), made and entered into as of the 14 day of August, 2003, by and between CONTINENTAL MORTGAGE SERVICES, LTD. ("Borrower"), and TEMECULA VALLEY BANK, N.A. ("Lender").

## WITNESSETH:

WHEREAS, Borrower executed and delivered to Lender that certain Mortgage and Security Agreement dated May 27, 2003, in the principal amount of up to ONE MILLION THREE HUNDRED THIRTY-THREE THOUSAND AND NO/100 (\$1,333,000.00), being payable on the terms and conditions specified therein (hereinafter referred to as the "Mortgage");

WHEREAS, Borrower and Lender have agreed to amend the Mortgage and set forth herein and effectuate hereby their agreement in this regard.

NOW, THEREFORE, for and in consideration of the foregoing premises and the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by each party hereto to the other, and other

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good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1.

The Mortgage is hereby modified and amended by deleting the use of property as Dunkin Donuts as set forth on page 10, Section A.6.(a) of the Mortgage and, in lieu thereof, insert the use of property as an office building.

2.

The Mortgage is hereby modified and amended by adding section (k) to Section B.10 on page 14: The Premises are not used as a homestead and any and all homestead exemptions are hereby waived by Mortgagor and Mortgagor additionally waives all redemption rights under applicable law.

3.

Except as modified and amended hereby, the Mortgage shall be and remain in full force and effect and unchanged. This Agreement is not intended to be nor shall it constitute a novation of the Mortgage or the indebtedness evidenced thereby. Borrower hereby ratifies, confirms and approves the Mortgage as modified herein, and agrees that the same constitutes the valid and binding obligation of Borrower, enforceable by Lender in accordance with its terms. Any references to the Mortgage in any other document evidencing, securing or otherwise relating to the indebtedness evidenced by the Mortgage shall mean and refer to the Mortgage as modified and amended hereby.

4.

This Mortgage will be governed by, construed and enforced in accordance with federal law and the laws of the State of California, except and only to the extent of procedural matters related to the perfection and enforcement of Lender's rights and remedies against the Premises, which matters shall be governed by the laws of the state of Illinois. However, in the event that the enforceability or validity of any provision of this Mortgage is challenged or questioned, such provision shall be governed by which whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision. The loan transaction which is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of California.

5.

This Agreement shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, Borrower has caused its duly authorized officer to execute this Agreement and affix its official seal hereto and Lender has caused its duly authorized officer

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to execute this Agreement and affix its official seal hereto, all effective as of the day, month and year first above written.

CONTINENTAL MORTGAGE SERVICES, LTD.,

By: Michael A. Santore  
Michael A. Santore, President

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Cook )

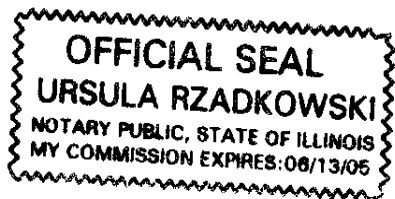
On this 19 day August, 2003, before me personally appeared Michael A. Santore to me known to be the President of Continental Mortgage Services, Ltd., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature Ursula Rzadkowski  
Name: Ursula Rzadkowski

My Commission Expires: 6-13-05

(NOTARIAL SEAL)



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TEMECULA VALLEY BANK, N.A.

By: M. Krogaard  
Name: M. Krogaard  
Title: AVP

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Riverside )

On this 28 day August, 2003, before me personally appeared M. Krogaard to me known to be the AVP of Temecula Valley Bank, N.A. the Bank that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Bank, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature Carol S. Streeter  
Name: Carol S. Streeter

My Commission Expires: 4-18-07

(NOTARIAL SEAL)



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EXHIBIT A:

Legal Description

THE EAST 1/2 AND THE NORTH 22 1/2 FEET OF THE EAST 20 FEET OF THE WEST 1/2 AND THE EAST 19 FEET 6 INCHES OF THE WEST 1/2 (EXCEPT THE NORTH 22 1/2 FEET THEREOF) OF LOT 3 IN BLOCK 23 IN TOWN OF DUNTON IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 03-29-341-011-0000

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