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0328918071

RECORDATION REQUESTED BY:

MidAmerica Bank, fsb
1823 Centre Point Circle
P.O. Box 3225
Naperville, IL 60566-7225

Doc#: 0328918071

Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 10/16/2003 10:30 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

MidAmerica Bank, fsb
1823 Centre Point Circle
P.O. Box 3225
Naperville, IL 60566-7225

SEND TAX NOTICES TO:

MidAmerica Bank, fsb
1823 Centre Point Circle
P.O. Box 3225
Naperville, IL 60566-7225

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Maciej Kowal, Loan Administration Specialist
MidAmerica Bank, fsb
1823 Centre Point Circle
Naperville, IL 60566-7225

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 1, 2003 is made and executed between Magnolia Partners, LLC, whose address is 2256 North Magnolia, Chicago, IL 60614; An Illinois Limited Liability Corporation (referred to below as "Grantor") and MidAmerica Bank, fsb, whose address is 1823 Centre Point Circle, P.O. Box 3225, Naperville, IL 60566-7225 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 20, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on June 11, 2002 as Document Number 0020651586, in Cook County, Illinois.

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

LOT 28 IN BLOCK 40 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 31 AND 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 2033 North Damen, Chicago, IL 60647. The Real Property tax identification number is 14-31-213-014-0000

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

This Mortgage shall now secure a Promissory Note dated September 1, 2003, in the principal amount of \$225,000.00.

The Maturity Date is hereby amended to June 1, 2004.

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

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 200000152

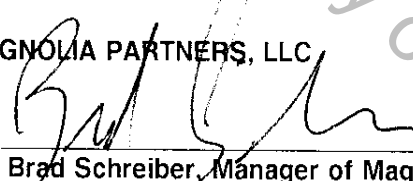
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this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers 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.

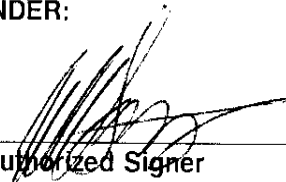
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 1, 2003.

GRANTOR:

MAGNOLIA PARTNERS, LLC

By: 
Brad Schreiber, Manager of Magnolia Partners, LLC

LENDER:

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 200000152

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 29th day of September, 2003 before me, the undersigned Notary Public, personally appeared **Brad Schreiber, Manager of Magnolia Partners, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Marlene J Will Residing at _____

Notary Public in and for the State of Illinois

My commission expires 01/02/04



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 200000152

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF DuPage)

On this 27th day of September, 2003, before me, the undersigned Notary Public, personally appeared Jeffrey Smith and known to me to be the 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 Marlene J Will Residing at _____

Notary Public in and for the State of Illinois

My commission expires 01/02/04

