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Doc#: 0335047152
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 12/16/2003 09:57 AM Pg: 1 of 4

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

FOR RECORDER'S USE ONLY

BIT 4314329 TIN @

This Modification of Mortgage prepared by:

ROBERTA MITCHELL (LOAN #0391052-9006)
Interstate Bank
15533 S. Cicero Avenue
Oak Forest, IL 60453

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 9, 2003, is made and executed between Brigham Construction Company, Inc., an Illinois Corporation, whose address is 13642 Birch Bark Court, Orland Park, IL 60462 (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 April 25, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with the Cook County Recorder on May 12, 2003 as Document No. 0313251050.

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

Lots 22 and 23 in Block 29 in A.T. McIntosh and Company's Cicero Avenue Subdivision in the West 1/2 of Section 15 and the East 1/2 of Section 16, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 15505 S. Cicero Avenue, Oak Forest, IL 60452. The Real Property tax identification number is 28-15-300-002-0000 & 28-15-300-003-0000

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

This Modification of Mortgage is executed for the sole purpose of increasing existing Interstate Bank Lient to \$1,000,000.00.

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,

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(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 DECEMBER 9, 2023.

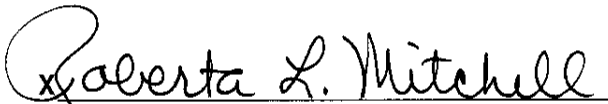
GRANTOR:

BRIGHAM CONSTRUCTION COMPANY, INC.

By: 

James M. Brigham, President of Brigham Construction
Company, Inc.

LENDER:


x Roberta L. Mitchell
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

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CORPORATE ACKNOWLEDGMENT

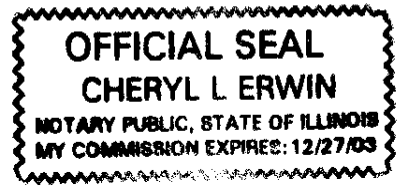
STATE OF ILL)
) SS
 COUNTY OF COOK)

On this 9th day of December, 2003 before me, the undersigned Notary Public, personally appeared **James M. Brigham, President of Brigham Construction Company, 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 *Cheryl L Erwin* Residing at _____

Notary Public in and for the State of ILL

My commission expires 12/27/03



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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF ILL)
) SS
 COUNTY OF Cook)

On this 9th day of December, 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 _____

Notary Public in and for the State of ILL

My commission expires 12-27-03



Cook County Clerk's Office