#### **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:

OXFORD BANK & TRUST Lake Street Branch 1100 WEST LAKE STREET P.O. BOX 129 ADDISON, IL 60101

WHEN RECORDED MAIL TO:
OXFORD BANK & TRUST
Lake Street Branch
1100 WEST LAKE STREET
P.O. BOX 129
ADDISON, IL 50101

6400614138

Doc#: 0400619138

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 01/06/2004 11:55 AM Pg: 1 of 4

DIESEL INC. 1337 HUBER LANE GLENVIEW, IL 60025

FOR RECORDER'S USE ONLY

ORIGINAL

This Modification of Mortgage prepared by:

MICHAEL A. PAWLAK, SENIOR VICE PRESIDENT OYFORD BANK & TRUST 1100 WEST LAKE STREET, P.O. BOX 129 ADDISON, IL 60101

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 23, 2003 is made and executed between DIESEL INC., AN ILLINOIS CORPORATION, whose address is 1337 HUBER LANE, GLENVIEW, IL 60025 (referred to below as "Grantor") and OXFORD BANK & TRUST, whose address is 1100 WEST LAKE STREET, P.O. BOX 129, ADDISON, IL 60101 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 23, 2002 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED OCTOBER 31, 2002 AS DOCUMENT NO. 0021204473.

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

LOT 19 IN BLOCK 6 IN ROBBIN'S SUBDIVISION OF BLOCKS 6 AND 7 IN ASESSORS DIVISION OF EAST HALF OF THE NORTH WEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1353 W. GRAND AVENUE, CHICAGO, IL 60622. The Real Property tax identification number is 17-08-132-011-0000

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

THE MATURITY DATE OF THE MORTGAGE IS HEREBY EXTENDED TO DECEMBER 23, 2004. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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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County Clark's Office

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## 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 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 23, 20/3.

**GRANTOR:** 

DIESEL INC.

EDWARD NERI, PRESIDENT of DIESEL INC

LENDER:

**Authorized Signer** 

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# UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

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CORPORATE ACKNOWLEDGMENT	
STATE OF	)
COUNTY OF Cook	) <b>SS</b> )
On this day of Decomber  Public, personally appeared EDWARD NERI, PRESID authorized agent of the corporation that executed the Modification to be the free and voluntary act and deed resolution of its board of directors, for the uses and purposhe is authorized to execute this Modification and in fact of the second purpose of the second purpose of the uses and purpose of the use of the uses and purpose of the use of the	ne Modification of Mortgage and acknowledged the document of the corporation, by authority of its Bylaws or by poses therein mentioned, and on oath stated that he or
Notary Public in and for the State of  My commission expires	"OFFICIAL SEAL"  MICHAEL A. PAVILAK  NOTARY PUBLIC, STATE OF ELUNOIS  MY COMMISSION EXPIRES 8/1/2004
LENDER ACK	NOWLEDGMENT
country of _ Du Page	) ss (2)
On this day of	before me, the undersigned Notary and known to me to be the union that executed the within and foregoing instrument and ary act and deed of the said Lender, duly authorized by or the uses and purposes therein mentioned, and on oath instrument and that the seal affixed is the corporate seal
By Ingela & Cook	Residing at
Notary Public in and for the State of	
Notary Public in and for the State of fliness  My commission expires	"OFFICIAL SEAL" Angela L. Cook Notary Public, State of Illinois My Commission Expires 6/19/07

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MODIFICATION OF MORTGAGE (Continued)

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