

# UNOFFICIAL COPY



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Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 01/27/2004 01:23 PM Pg: 1 of 4

This document was prepared by and after recording return to:

FIRST UNITED BANK  
7626 W. Lincoln Highway  
Frankfort IL 60423

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

## MORTGAGE MODIFICATION AGREEMENT

**THIS AGREEMENT** is made this 30th day of October, 2003 by and between West Suburban Real Estate, LLC, whose address is 8231 W. 185<sup>th</sup> Street, Suite 300, Tinley Park, IL. 60477 (herein "**Borrower**"), and **FIRST UNITED BANK**, whose address is 7626 W. Lincoln Highway, Frankfort IL 60423 (herein "**Lender**").

**WHEREAS**, to secure repayment of a promissory note dated June 30, 2003 in the principal sum of \$210,000.00 (the "**Note**"), Borrower executed and delivered to Lender a Mortgage dated June 30, 2003 and recorded on July 16, 2003 with the Cook County Recorder of Deeds as Documents No. 0319733093 (the "**Mortgage**") and an Assignment of Rents dated June 30, 2003 and recorded on July 16, 2003 with the Cook County Recorder of Deeds as Document No. 0319733094 (the "**Assignment**") encumbering the property legally described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Property**"); and

**WHEREAS**, Borrower and Lender executed a Loan Modification Agreement of even date herewith which modifies the terms of the Note as follows: **EXTEND MATURITY DATE TEN (10) MONTHS TO AUGUST 30, 2004. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME;** and

**WHEREAS**, Borrower and Lender desire to modify the terms of the Mortgage to comport with the terms of the Note as so modified.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated herein as though fully set forth. Borrower represents and warrants to Lender that the foregoing recitals are true and correct.

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4/23/04  
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- 2. The terms of the Mortgage are hereby modified as follows: EXTEND MATURITY DATE TEN (10) MONTHS TO AUGUST 30, 2004. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME
- 3. Borrower hereby reaffirms all of the terms and provisions of the Mortgage as modified hereby.

IN WITNESS WHEREOF, Borrower has executed this Instrument by its duly authorized representatives on the date first above written.

**BORROWER:**

WEST SUBURBAN REAL ESTATE, LLC

By: Thomas M. Curran, Sr.  
Thomas M. Curran, Sr., Member-Manager

By: Thomas M. Curran, Jr.  
Thomas M. Curran, Jr., Member-Manager

By: Patrick J. Curran  
Patrick J. Curran, Member-Manager

**LENDER:**

FIRST UNITED BANK

By: [Signature]  
Its: SENIOR VICE PRESIDENT

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

I, the undersigned, a Notary Public in and for the County and State aforesaid, **DO HEREBY CERTIFY** that **Thomas M. Curran, Sr.; Thomas M. Curran, Jr., and Patrick J. Curran**, personally known to me to be the **Member-Managers**, respectively, of **West Suburban Real Estate, LLC**, a(n) Illinois Limited Liability Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as **Member-Managers** of said corporation as their free and voluntary act and as the free and voluntary act of said Trustee for the uses and purposes therein set forth. **GIVEN** under my hand and official seal this 30<sup>th</sup> day of October, 2003.



*Kelly Meyer*  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

I, the undersigned, a Notary Public in and for the County and State aforesaid, **DO HEREBY CERTIFY** that **Donald W. Borowski, Sr. Vice President** of **FIRST UNITED BANK**, personally known to me personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as Sr. Vice President of said Corporation as his/her free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth. **GIVEN** under my hand and official seal this 30<sup>th</sup> day of October, 2003.



*Kelly Meyer*  
\_\_\_\_\_  
Notary Public

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF REAL ESTATE

LOT 11 IN BLOCK 3 IN PECK TERRACE, A SUBDIVISION OF THE NORTH 760.9 FEET OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO OF THAT PART OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF OGDEN AVENUE AND EAST OF THE NORTH & SOUTH CENTER LINES OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXTENDED FROM THE SOUTH, IN COOK COUNTY, ILLINOIS.

Commonly known as: 116 Bassford, LaGrange, IL. 60525

P.I.N: 18-05-202-021