

UNOFFICIAL COPY

612660100-115 of
RECORDATION REQUESTED BY:

Bridgeview Bank Group
7940 S. Harlem Ave.
Bridgeview, IL 60455



Doc#: 0408435057
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 03/24/2004 09:16 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Bridgeview Bank Group
4753 N Broadway
Chicago, IL 60640

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:

Bridgeview Bank Group
7940 S. Harlem Ave.
Bridgeview, IL 60455

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 3, 2004, is made and executed between Bridgeview Bank Group, not personally but as Trustee on behalf of Bridgeview Bank Group as Trustee under Trust Agreement dated December 29, 2003 and known as Trust #1-3086, whose address is 7940 S. Harlem Ave., Bridgeview, IL 60455 (referred to below as "Grantor") and Bridgeview Bank Group, whose address is 7940 S. Harlem Ave., Bridgeview, IL 60455 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 23, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded 1/30/04 in the Office of the Cook County Recorder as Document # 0403031033 and # 0403031034, respectively.

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

LOTS 1, 2, AND 3 IN JACOB LESKER'S RESUBDIVISION OF LOTS 110, 111, 112, 113, 114, AND 115, IN PARTITION BY CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OF THAT PART OF LOT 1 LYING NORTHEAST OF LINCOLN AVENUE IN PARTITION BY SUPERIOR COURT OF COOK COUNTY, ILLINOIS, OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, 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 4717-4727 N. Lincoln, Chicago, IL 60625. The Real Property tax identification number is 14-18-106-001-0000

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

The purpose of this Modification of Mortgage is to:

1. Increase the principal amount from \$3,000,000.00 to \$3,200,000.00
2. Increase the maximum lien from \$6,000,000.00 to \$6,400,000.00
3. Increase the monthly principal and interest payments from \$19,009.45 to \$20,257.39, beginning February 23, 2004

All other terms and conditions of the Mortgage and Assignment of Rents shall remain in full force and effect.

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MODIFICATION OF MORTGAGE (Continued)

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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, makers and endorser 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 FEBRUARY 3, 2004.

GRANTOR:

**BRIDGEVIEW BANK GROUP AS TRUSTEE UNDER TRUST AGREEMENT
DATED DECEMBER 29, 2003 AND KNOWN AS TRUST #1-3086**

BRIDGEVIEW BANK GROUP, not personally but as Trustee under that certain trust agreement dated 12-29-2003 and known as Bridgeview Bank Group as Trustee under Trust Agreement dated December 29, 2003 and known as Trust #1-3086.

By: Jacques L. Heulaut TRUST OFFICER
Authorized Signer for Bridgeview Bank Group

By: N/A
Authorized Signer for Bridgeview Bank Group

LENDER:

X [Signature]
Authorized Signer

All representations and undertakings of BRIDGEVIEW BANK GROUP as Trustee as aforesaid and not individually or those of its beneficiaries only and no liability is assumed by or shall be asserted against the BRIDGEVIEW BANK GROUP personally as a result of the signing of this instrument.

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MODIFICATION OF MORTGAGE

(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 6TH day of FEBRUARY, 2004 before me, the undersigned Notary Public, personally appeared JACQUELINE F. HEIRBAUT AS TRUST OFFICER

, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Barbara Thompson Residing at Bridgerview Bank

Notary Public in and for the State of ILLINOIS

My commission expires 4-22-2006

"OFFICIAL SEAL"
 BARBARA THOMPSON
 Notary Public, State of Illinois
 My Commission Expires 4-22-2006

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

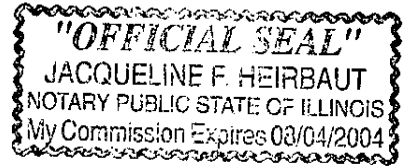
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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK



On this 5th day of FEBRUARY, 2004 before me, the undersigned Notary Public, personally appeared RO FOLLEN III and known to me to be the LOAN 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 Jacqueline Heirbaut Residing at Budgenew Bank

Notary Public in and for the State of ILLINOIS

My commission expires 08/04/04