### **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 60101

SEND TAX NOTICES TO: MICHAEL LAND & DEVELOPMENT, LLC 800 W. IRVING PARK ROAD SCHAUMBURG, IL 60193



Doc#: 0412719080

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 05/08/2004 01:20 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

ORIGINAL

This Modification of Mortgage prepared by:

MCMAEL A. PAWLIK, SENIOR VICE PRESIDENT **OXFORD BANK & TRUST** 1100 V EST LAKE STREET, P.O. BOX 129 ADDISON IL 60101

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 30, 2004, is made and executed between MICHAEL LAND & DEVELOPMENT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, vincse address is 800 W. IRVING PARK ROAD, SCHAUMBURG, IL 60193 (referred to below as "Grantor") and CXFORD 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 April 30, 2002 ("ine "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED MAY 16, 2002 AS DOCUMENT NO. 0020558561.

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

1/4 OF SECTION 33, THENCE NORTH ALONG THE DIVISION LINE 1129.5 FEET TO THE CENTER LINE OF IRVING PARK BOULEVARD; THENCE SOUTH 65 DEGREES 41 MINUTES EAST ALONG SAID CENTER LINE 563.6 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH PARALLEL WITH THE DIVISION LINE, 460.3 FEET TO THE EAST AND WEST DIVISION LINE; THENCE NORTH 86 DEGREES 55 MINUTES EAST ALONG SAID DIVISION LINE, 1049.5 FEET; THENCE 0 DEGREES 10 MINUTES WEST PARALLEL WITH THE 1/4 SECTION LINE 11 FEET; THENCE NORTH 87 DEGREES 08 MINUTES EAST 18.6 FEET; THENCE SOUTH 0 DEGREES 32 MINUTES EAST 992.4 FEET TO THE CENTER LINE OF IRVING PARK BOULEVARD; THENCE NORTH 65 DEGREES 41 MINUTES WEST ALONG THE CENTER LINE OF IRVING PARK BOULEVARD 1176 FEET, MORE OR LESS, TO THE POINT OF BEGINNING (EXCEPT THE WEST 490 FEET AS MEASURED ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33) IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 800 W IRVING PARK ROAD, SCHAUMBURG, IL

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#### MODIFICATION OF MORTGAGE

Loan No: 8344842-4

(Continued)

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60193. The Real Property tax identification number is 07-33-303-003 AND 07-33-303-004

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

THE PRINCIPAL AMOUNT OF THE PROMISSORY NOTE IS HEREBY INCREASED TO \$1,525,000.00. 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 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.

OWLEDGES HAVING GRANTOR AGREES TO ITS.

& DEVELOPMENT, LLC

LAMPIGNANO, Manager of MICHAEL LAND & MENT, LLC

MENT, LLC

MICHAEL LAND & GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 30, 2004.

**GRANTOR:** 

MICHAEL LAND & DEVELOPMENT, LLC

DEVELOPMENT, LLC

LAMPIGNANO, Member of

DEVELOPMENT, LLC

Member of MICHAEL LAND &

**DEVELOPMENT, LLC** 

LENDER:

**Authorized Signer** 

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# MODIFICATION OF MORTGAGE (Continued)

Loan No: 8344842-4 Page 3 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF ) SS COUNTY OF ) \_\_ day of \_ april 2004 before me, the undersigned Notary On this Public, personally appeared JOSEPH LAMPIGNANO, Manager; VITO LAMPIGNANO, Member; ADELE LAMPIGNANO, Menter of MICHAEL LAND & DEVELOPMENT, LLC, and known to me to be members or designated agents of the invited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the tree 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company. Residing at \_ Notary Public in and for the State of \_ OFFICIAL SEAL My commission expires \_ MICHAEL A. PAWLAK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 8/1/2004 C/O/H/S O/F/CO

LAWTHLE

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#### **MODIFICATION OF MORTGAGE** (Continued)

Page 4 Loan No: 8344842-4 LENDER ACKNOWLEDGMENT ) SS COUNTY OF \_\_\_ ) Suff before me, the undersigned Notary Public, personally app saied Michael 'A. Pua and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrumen to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board or 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. Residing at Notary Public in and for the State of "OFFICIAL SEAL" My commission expires Angela L. Cook Notary Public, State of Illinois My Commission Expires 6/19/07 OFFICE OF THE OFFICE OFFICE OFFICE OFFICE OFFICE OFFICE OFFICE OFFICE OFFICE OF THE OFFICE OFFICE OFFICE OFFICE OFFICE OFFICE OFFICE OFFICE OF