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Doc#: 0417029269
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds

Date: 06/18/2004 12:21 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Harris Bank/BLST

Attn: Collateral management

P.O. Box 2880

Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Joyce Spicer, Documentation Specialist Harris Bank/BLST 311 W. Monroe St., 14th Floor Chicago, IL 60606–4684

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 9, 2004, is made and executed between Hamer Group, L.L.C., whose address is 737 Lyman Avenue, Oak Park, 'L 80304 (referred to below as "Grantor") and Harris Bank Elk Grove, N.A., whose address is 500 E. Devon Ave.. Flk Grove Village, IL 60007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 6, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on June 19, 2003 as Document #0317011350 in the Cook County Recorder's Office, as subsequently modified from time to time.

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

LOTS 220 AND 221 IN THE HIGHLANDS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 632-634 S. Highland Ave., Oak Park, IL 60304. The Real Property tax identification number is 16-17-110-013

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated June 9, 2004 in the original amount of \$83,000.00 from Borrower to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$83,000.00. 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

4

0417029269 Page: 2 of 4

#### MODIFICATION OF MORTGAGE (Continued)

Loan No: 60011953 Pag:

Consent by Lender to this Modification does not waive Lender's right to require strict respective terms. 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 JUNE 9, 2004.

**GRANTOR:** 

HAMER GROUP, L.L.C.

. Hamer, Member/Manager of Hamer Group, L.L.C.

Hamer, Jr., Member/Manager of Hamer Group, L.C. C/O/A/S O/FICO

LENDER:

HARRIS BANK ELK GROVE, N.A.

0417029269 Page: 3 of 4

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 60011953 (Continued) Page 3

LIMITED LIABILITY COM	PANY ACKNOWLEDGMENT
STATE OF ILLINOIS	)
COUNTY OF COOK	) SS )
Hamer Group, L.L.C., And known to me to be member executed the Modification of Mortgage and acknowled deed of the limited liability commany, by authority of sta	before me, the undersigned Notary Par/Manager; Paul E. Hamer, Jr., Member/Manager of sor designated agents of the limited liability company that ged the Modification to be the free and voluntary act and tute, its articles of organization or its operating agreement, on oath stated that they are authorized to execute this enalt of the limited liability company
By me M. Wagne	_ Residing at _ ECK Grove
Notary Public in and for the State of	"OFFICIAL SEAL" ANNE M. WEGNER Notary Public, State of Illinois My Commission Exp. 06/24/2004
	C/O/A/S O/A/CO

0417029269 Page: 4 of 4

# UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

Loan No: 60011953 Page . LENDER ACKNOWLEDGMENT ) SS COUNTY OF COOK 2004 before me, the undersigned Notary On this day of Public, personally speared LOUIS P. DEMURO and known to me to be the VICE PRESIDENT 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. Residing at ETK GROVE Notary Public in and for the State of My commission expires "OFFICIAL SEAL ANNE M. WEGNER Notary Public, State of Illinois My Commission Exp. 06/24/2004 STYPE.

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