UNOFFICIAL COPY

RECORDATION REQUESTED BY:

MB Financial Bank, N.A., successor in Interest to Manufacturers Bank Commercial Banking - South Region 16255 S. Harlem Avenue Tinley Park, IL 60477

Doc#: 0422444108

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 08/11/2004 02:45 PM Pg: 1 of 4

WHEN RECORDED MAIL TO: MB Financial Bank, N.A. Loan Docum Antation

1200 N. Ashland Avenue Chicago, IL 60622

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

, Loan Documentation Specialist (ol) N.B. Financial Bank, N.A. 12Co N. Ashland Avenue Chicago IL 30622

IN# 1400071

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 15, 2004, is made and executed between Nationwide Real Estate Investments, Inc., whose address is 8053 S. Cicero Avenue, Chicago, IL 60652 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to Manufacturers Bank, whose address is 16255 S. Harlem Avenue, Tinley Park, IL 60477 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 17, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage Recorded June 11, 2003, as Document Number 0316201143, respectively.

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

LOT 2 IN M.M. DOWN'S ADDITION TO CALUMET CITY, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1652-90 Dolton Road, Calumet City, IL 60409. The Real Property tax identification number is 29-01-423-015-0000

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

Mortgage is cross-collateralized and cross-defaulted for the following:

Promissory Note dated March 17, 2003 in the principal amount of \$150,000.00 and

Promissory Note dated March 1, 1999 in the original principal amount of \$596,792.67 and

Promissory Note dated August 29, 2003 in the original principal amount of \$230,000.00

DONE AT CUSTOMER'S REQUEST

0422444108 Page: 2 of 4

JNOFFICIA

MODIFICATION OF MORTGAGE (Continued)

Loan No: 4214908

Page 2

and Promissory Note dated December 11, 2003 in the original principal amount of \$347,732.00

Together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Promissory Notes or Agreements.

The Interest Rate is hereby changed to Lenders Reference Rate Prime + 1.00 Floating with a Floor of 5.25%. The amount of the loan has been increased from \$292,010.00 to \$332,795.00. All other terms and provisions of the loan documents shall remain in full force and effect .

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 socionsers 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 JULY 15, 2004.

GRANTOR:

NATIONWIDE REAL ESTATE INVESTMENTS, INC.

Sami Bader, President of Nationwide Real Estate Investments,

Inc.

LENDER:

Sound Clork's Office FINANCIAL BANK, N.A., SUCCESSOR **MANUFACTURERS BANK**

Authorized Signer

0422444108 Page: 3 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 4214908	(Continued)	Page .
Co	ORPORATE ACKNOWLEDGMENT	·
STATE OF Allinal,)) ss)	
Public, personally appeared Sami Bad me to be an authorized againt of the of the Modification to be the tire and v resolution of its board of directors, for	der, President of Nationwide Real Estate Investorporation that executed the Modification of Polyntary act and deed of the corporation, by a for the uses and purposes therein mentioned, and Modification and in fact executed the Modification and in fact executed	Mortgage and acknowledged authority of its Bylaws or by nd on oath stated that he o
Rotary Public in and for the State of	Residing at Clark	<u>'</u>
My commission expires $9/34/3$	OFFIC ANDRI NOTARY PUBLIC	IAL SEAL EA ALLEN S, STATE OF ILLINOIS N EXPIRES 9-24-2005
	The Clark	
	7	SOME CO
		CO

0422444108 Page: 4 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 4214908 Page 4 LENDER ACKNOWLEDGMENT) SS) $\overline{\mathcal{JUY}}$ before me, the undersigned Notary On this Public, personelly appeared <u>biANE ENAGE</u> and known to me to be the <u>like YEAS, bank</u>, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said increment 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 sha 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 My commission expires OFFICIAL SEAL ANDREA ALLEN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9-24-2005 Clark's Original LASER PRQ Learning, Ver. 5.24,00.003 Copr. Harland Financial Solution IL F. APPSICEPLPLIG201 FC TH-12620 PR-41