## **UNOFFICIAL COPY**

### **RECORDATION REQUESTED BY:**

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

WHEN RECORDED MAIL TO:

**Bridgeview Bank Group** 7940 S. Harlem Ave.

Bridgeview, IL 60455

0427526098

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 10/01/2004 10:28 AM Pg: 1 of 4

SEND TAX NOTICES TO:

**Bridgeview Bank Group** 7940 S. Harlein Ave. Bridgeview, IL 60455

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

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



THIS MODIFICATION OF MORTGAGE dated August 31, 2004, is made and executed between S & Z Winchester, LLC, an Illinois Limited Liability Company, whose address is 1051 W. Columbia, Chicago, IL 60626 (referred to below as "Grantor") and Bridgeviev Pank 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 June 21, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded on as Document Number <u>0030312758</u> \_ and \_*0*03*0*39*2*75

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

LOT 1 IN RESUBDIVISION OF LOTS 1, 2, AND 3 (EXCEPT THE SOUTH 4.58 FEE7 CF LOT 3) IN BLOCK 4 IN RAVENSWOOD IN PART OF SECTIONS 17 AND 18, TOWNSHIP 40 NORTH, RANCE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4646-4656 N. Winchester , Chicago, IL 60640. The Real Property tax identification number is 14-18-206-008-0000

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

The purpose of this Modification of Mortgage is to: Increase the loan amount from \$1,267,500.00 to \$2,240,900.00; Increase the maximum lien amount from \$2,535,000.00 to 4,481,800.00 as evidenced by Promissory Note dated August 31, 2004. All other terms and conditions of the original Mortgage 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

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## MODIFICATION OF MORTGAGE

Loan No: 11601

(Continued)

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 AUGUST 31, 2(04)

**GRANTOR:** 

S & Z WINCHESTER, LLC

By:

ches County Clarks Office James A. Stengel, Member of S & Z Winchester, LLC

LENDER:

**BRIDGEVIEW BANK GROUP** 

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# UNOFFICIAL COPY MODIFICATION OF MORTGAGE

Loan No: 11601	(Continued)	Page :
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT		
STATE OF ALINOIS	)	
	) SS	
COUNTY OF	)	
member or designated agent of acknowledged the Modification authority of statute, its articles	Residing at Bridge	eand known to me to be a cation of Mortgage and ed liability company, by a sand purposes therein and in fact executed the
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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 11601 (Continued) Page 4 LENDER ACKNOWLEDGMENT ) SS **COUNTY OF** ) On this 2004 before me, the undersigned Notary Public, personally appeared SUV. and known to me to be the Commercial Cauthorized 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 Lenger. Residing at RingsEVIEW BONK Notary Public in and for the State of 3002/61/10 dx3 00/88/00/0 Rionill To water Suitable vitters. My commission expires ANGERIC CONTROL CONTRO LASER PRO Lending, Ver. 5.24.10.002 Copr. Herland Financial Solutions, Inc. 1997, 2004. All Rig LPLTRAIMCFILPL\G201.FC TR-4119 PR-6