### **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:

1st Equity Bank 3956 West Dempster St Skokie, IL 60076

WHEN RECORDED MAIL TO:

1st Equity Bank 3956 West Dempster St Skokie, IL 60076

Doc#: 0432302137

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 11/18/2004 08:08 AM Pg: 1 of 4

SEND TAX NOTICES TO:

1st Equity Bank 3956 West Demoster St Skokie, IL 60076

FOR RECORDER'S USE ONLY

This Modification of Mortgage p spared by:

Dov Carl 1st Equity Bank 3956 W. Dempster Skokie, IL 60076

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 31, 2004, is made and executed between 910 VERNON AVENUE, LLC, whose address is 300 N. ELISABETH - 61H FLOOR, CHICAGO, IL 60607 (referred to below as "Grantor") and 1st Equity Bank, whose address is 3956 Wes. Dempster St, Skokie, IL 60076 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 31, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

January 12, 2004 0401242185

FILING DATE JULY 10, 2003 AS DOCUMENT NO. 0319147129 IN THE RECORDS OF THE RECORDER'S

OFFICE OF COOK COUNTY, ILLINOIS. .

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

THAT PART OF LOT 11 WHICH LIES EASTERLY OF THE EAST LINE OF GREENWOOD AVENUE PRODUCED NORTHERLY IN A STRAIGHT LINE IN BLOCK 46 IN FIRST ADDITION TO CLENCOE (EXCEPT THE SOUTHWESTERLY 130 FEET OF LOT 11), A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 6. TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.

The Real Property or its address is commonly known as 910 VERNON, GLENCOE, IL 60022. The Real Property tax identification number is 05-06-313-069

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

GRANTOR HAS REQUESTED AND RECEIVED A PRINCIPAL INCREASE OF \$150,000.00, BRINGING A TOTAL INDETEDNESS OF \$1,864,000.00.

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

PUX 333-611

0432302137 Page: 2 of 4

#### **UNOFFICIAL COPY**

#### MODIFICATION OF MORTGAGE (Continued)

Page 2

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 Modification, based on the isions of this al extension or

MORTGAGE AUGUST 31,

by virtue of this Modification. If any person who signed the original Mortgage does not sign this then all persons signing below acknowledge that this Modification is given conditionally, is representation to Lender that the non-signing person consents to the changes and provi Modification or otherwise will not be released by it. This waiver applies not only to any initial modification, but also to all such subsequent actions.
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF AND GRANTOR ACREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED 2004.  GRANTOR:
910 VERNON AVENUE LLC  By: DAVID WALLACH, Manager of 910 VERNON AVENUE, LLC
W DEVELORMENTS, LAC, Manager of 910 VERNON AVENUE, LLC  By: DAVID WALLACH, Manager of W DEVELOPMENTS, LLC
LENDER:
DAVID WALLACH, Manager of W DEVELOPMENTS, LLC  LENDER:  1ST EQUITY BANK  X  Authorized Signer
Authorized Signer

0432302137 Page: 3 of 4

# UNOFFICIAL COPY MODIFICATION OF MORTGAGE

# (Continued)

Page 3

#### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

LIMITED LIABILITY COMPA	INT ACKNOWLEDGIVIENT
STATE OF Unos	}
COUNTY OF OOK	) SS )
On this	te to be members or designated agents of the limited gage and acknowledged the Modification to be the free any, by authority of statute, its articles of organization therein mentioned, and on oath stated that they are
	C/O/X/S O/X/CO

432302137 Page: 4 of 4

5/0/4's Office

IL PACHALPLAGEOLEC TR-56

# UNOFFICIAL (

#### MODIFICATION OF MORTGAGE (Continued)

Page 4 LENDER ACKNOWLEDGMENT ) STATE OF ) SS ) **COUNTY OF** 2004 before me, the undersigned Notary On this and known to me to be the Public, personally appeared \_ funded, outporized 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 395% W. Dumpstu Sketu 16 60076 Notary Public in and for the State of Official Seal Dubravka Novak Notary Public State of Illinois My Commission Expires 01/16/05

LASER PRO Lending, Ver. 5.24.00.003 Copr. Harland Financial Solution