UNOFFICIAL COPY

RECORDATION REQUESTED BY:

COLE TAYLOR BANK RESIDENTIAL CONSTRUCTION LENDING 9550 W. HIGGINS ROAD, 8TH FLOOR ROSEMONT, IL 60018

WHEN RECORDED MAIL TO:

Cole Taylor Bank Loan Services P.O. Box 88452 - Dept A Chicago , IL 60680-8452

Eugene "Gene" Moore Fee; \$30.00 Cook County Recorder of Deeds Date: 12/29/2004 12:10 PM Pg: 1 of 4

SEND TAX NOTICES TO:

PAG Properties 270. 425 Huehl Road #2 Northbrook, IL 60062

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST AMERICAN TITLE

ORDER # 359710

COLE TAYLOR BANK COLE TAYLOR BANK F.C. Box 88452 - Dept. A Chicago, 'L 60680

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 9, 2004, is made and executed between PAG Properties, LTD. (referred to below as "Grantor") and COLE TAYLOR BANK, whose address is 9550 W. HIGGINS ROAD, 8TH FLOOR, ROSEMONT, IL 60018 (referred to belov, as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 9, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 14, 2003 in the Cook County Recorder's Office as Document Number 0328750122 and an Assignment of All Rent dated May 9, 2003 and recorded October 14, 2003 in the Cook County

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook

LOT 20, BLOCK 12, NORTHBROOK PARK UNIT NO. 2, A SUBDIVISION IN THE SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL

The Real Property or its address is commonly known as 1907 Butternut Lane, Northbrook, IL 60062. The Real

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

The Principal balance of the Promissory Note secured by the aforesaid Mortgage has been increased the date of this Modification of Mortgage from \$700,000.00 to \$719,250.00. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security fo the Mortgage, exceed \$863,100.00.

MODIFICATION OF MORTGAGE

(Continued)

Losn No: 000?

not be released to This waiver applies not only to any initial extension or modification, but also to all such ender that the neg-signing person consents to the changes and provisions of this Modification or otherwise will persons signing below acknowledge that this Modification is given conditionally, based on the representation to the Modification. If any person who signed the original Mortgage does not sign this Modification, then all Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, In this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the performance of the Mortgage as changed above not obligate Lender to make any future modifications. Nothing respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

President/Secretary of Pac Properties, DECEMBER 9, 2004. MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED GRANTOR ACKNOW CEGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF

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TIQ.

ENDER

COLE TAYLOR BANK

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Loan No: 0001

MODIFICATION OF MORTGAGE (Continued)

Page 3 CORPORATE ACKNOWLEDGMENT STATE OF ____________ COUNTY OF _____) SS On this _____ day of ____ December , 2004 before me, the undersigned Notary Public, personally appeared Philip Gagerman, President/Secretary of PAG Properties, LTD., and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation. By Unixon Cerona Residing at Mosemont, Ic Notary Public in and for the State of My commission expires _____ NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 03/02/2006 LENDER ACKNOWLEDGMENT STATE OF _____ COUNTY OF _____ On this _____ day of _____, ____ before me, the undersigned Notary Public, personally appeared _____ and known to me to the the _____ , 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 By_____ Residing at _____ Notary Public in and for the State of _____ My commission expires _____

MODIFICATION OF MORTGAGE (Continued)

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Loan No: 000?

Property or Cook County Clerk's Office

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