

# UNOFFICIAL COPY



This document was prepared by and after recording return to:

Doc#: 0501447090  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 01/14/2005 10:18 AM Pg: 1 of 4

FIRST UNITED BANK  
7626 W. Lincoln Highway  
Frankfort IL 60423



(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

## MORTGAGE MODIFICATION AGREEMENT

**THIS AGREEMENT** is made this 15<sup>th</sup> day of December, 2004 by and between Tinley Development Group, Ltd. whose address is 6299 Misty Pines Court, Tinley Park, IL. 60477 (herein "**Borrower**"), and **FIRST UNITED BANK**, whose address is 7626 W. Lincoln Highway, Frankfort IL 60423 (herein "**Lender**").

**WHEREAS**, to secure repayment of a promissory note dated December 15, 2003 in the principal sum of \$1,200,000.00 (the "**Note**"), Borrower executed and delivered to Lender a Mortgage dated December 15, 2003 and recorded on January 7, 2004 with the Cook County Recorder of Deeds as Documents No. 0400747214 (the "**Mortgage**") and by an Assignment of Rents dated December 15, 2003 and recorded on January 7, 2004 with the Cook County Recorder of Deeds as Document No. 0400747215 (the "**Assignment**") encumbering the property legally described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Property**"); and

**WHEREAS**, Borrower and Lender executed a Loan Modification Agreement of even date herewith which modifies the terms of the Note as follows: **EXTEND MATURITY DATE ONE (1) YEAR TO DECEMBER 15, 2005. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME;**

**WHEREAS**, Borrower and Lender desire to modify the terms of the Mortgage to comport with the terms of the Note as so modified.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated herein as though fully set forth. Borrower represents and warrants to Lender that the foregoing recitals are true and correct.
2. The terms of the Mortgage are hereby modified as follows: **EXTEND MATURITY DATE ONE (1) YEAR TO DECEMBER 15, 2005. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME;**
3. Borrower hereby reaffirms all of the terms and provisions of the Mortgage as modified hereby.

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Borrower has executed this Instrument by its duly authorized representatives on the date first above written.

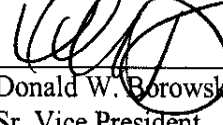
**BORROWER:**

**TINLEY DEVELOPMENT GROUP, LTD.**

By:   
Carl J. Vanderbeeg, President

**LENDER:**

**FIRST UNITED BANK**

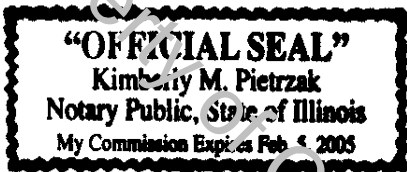
By:   
Donald W. Borowski  
Sr. Vice President

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

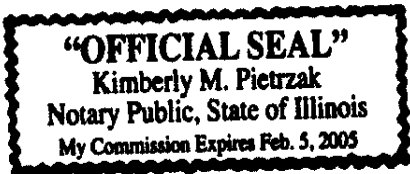
I, the undersigned, a Notary Public in and for the County and State aforesaid, **DO HEREBY CERTIFY** that Carl J. Vandenberg, personally known to me to be the President, respectively, of Tinley Development Group, Ltd., a(n) Illinois corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as President of said corporation as their free and voluntary act and as the free and voluntary act of said Trustee for the uses and purposes therein set forth. **GIVEN** under my hand and official seal this 15<sup>th</sup> day of December, 2004.



*Kimberly M. Pietrzak*  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

I, the undersigned, a Notary Public in and for the County and State aforesaid, **DO HEREBY CERTIFY** that Donald W. Borowski, Sr. Vice President, of **FIRST UNITED BANK**, personally known to me personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as Sr. Vice President of said Corporation as his/her free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth. **GIVEN** under my hand and official seal this 15<sup>th</sup> day of December, 2004.



*Kimberly M. Pietrzak*  
Notary Public

# UNOFFICIAL COPY

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION OF REAL ESTATE**

LOT 4 IN PINE LAKE SUBDIVISION PHASE 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 6, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 18550 Pine Lake Drive, Unit #1 A,B,C,D, Tinley Park, IL.  
18550 Pine Lake Drive, Unit #2 A,B,C,D Tinley Park, IL.  
18550 Pine Lake Drive, Unit #3 A,B,C,D Tinley Park, IL.

P.I.N.: 31-06-201-026-0000

Property of Cook County Clerk's Office