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RECORDATION REQUESTED BY:
THE LEADERS BANK
2001 YORK ROAD, SUITE 150
OAK BROOK, IL 60523



Doc#: 0505346072
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 02/22/2005 11:32 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
THE LEADERS BANK
2001 YORK ROAD, SUITE 150
OAK BROOK, IL 60523

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

THE LEADERS BANK
2001 YORK ROAD, SUITE 150
OAK BROOK, IL 60523

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 31, 2005, is made and executed between Fern, Inc., an Illinois corporation (referred to below as "Grantor") and THE LEADERS BANK, whose address is 2001 YORK ROAD, SUITE 150, OAK BROOK, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 12, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded June 4, 2004 in the office of the Cook County Recorder as Document number 0415646191.

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

LOT 2 IN SARATOGA LAKES SUBDIVISION, A SUBDIVISION IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 9730 Koch Court, Orland Park, IL 60467. The Real Property tax identification number is 27-21-405-018-0000

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

Increase maximum lien amount from \$3,920,000.00 to \$4,322,000.00. All other terms and conditions remain the same.

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 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

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MODIFICATION OF MORTGAGE (Continued)

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 JANUARY 31, 2005.

GRANTOR:

FERN, INC.

By:

Francis Napleton, President of Fern, Inc.

LENDER:

Francis Napleton

THE LEADERS BANK

x

Christy Cash

Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

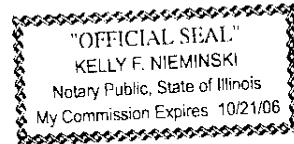
CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 5th day of February, 2005 before me, the undersigned Notary Public, personally appeared **Francis Napleton, President of Fern, Inc.**, 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 Kelly A. Nunzio Residing at 9705 S. Merrimac Oak Lawn, IL
 Notary Public in and for the State of Illinois

My commission expires 10/21/06



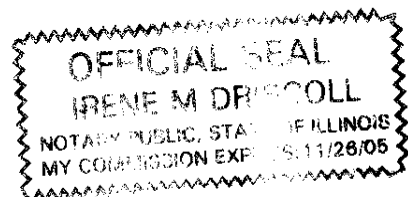
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 10th day of February, 2005 before me, the undersigned Notary Public, personally appeared CHRISTOPHER CERNEK and known to me to be the S.V.P., 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 of said Lender.

By Irene M. Driscoll Residing at La Grange Park
 Notary Public in and for the State of Illinois

My commission expires 11/26/05



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MODIFICATION OF MORTGAGE (Continued)

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