

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

**ALLEGIANCE COMMUNITY  
BANK  
8001 W. 183RD STREET  
TINLEY PARK, IL 60477**

**WHEN RECORDED MAIL TO:**

**ALLEGIANCE COMMUNITY  
BANK  
8001 W. 183RD STREET  
TINLEY PARK, IL 60477**



**Doc#: 0512447061**  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 05/04/2005 11:04 AM Pg: 1 of 4

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

**ALLEGIANCE COMMUNITY BANK  
8001 W. 183RD STREET  
CHICAGO, IL 60477**

## **MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated March 2, 2005, is made and executed between **GARTEN STRASSE, INC.**, an Illinois Corporation (referred to below as "Grantor") and **ALLEGIANCE COMMUNITY BANK**, whose address is 8001 W. 183RD STREET, TINLEY PARK, IL 60477 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 21, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED APRIL 10, 2003 AS DOCUMENT NO. 0030481328 IN THE COOK COUNTY RECORDER OF DEEDS OFFICE.**

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

LOTS 30 TO 32 IN BLOCK 48 OF HAROLD J MCELHINNY'S WESTMONT SUBDIVISION, A SUBDIVISION OF BLOCK 48 IN DEWEY AND VANCE'S SUBDIVISION OF THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, (EXCEPT THE NORTH 33 FEET THEREOF RESERVED FOR THE RAILROAD RIGHT OF WAY, ALSO EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND ST. LOUIS RAILROAD ALSO EXCEPT THE SOUTH 10 RODS OF THE WEST 16 RODS OF THE SOUTH 1/2 OF SECTION 30 AFORESAID RESERVED FOR SCHOOL LOT) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 7724 S. CLAREMONT, CHICAGO, IL 60690. The Real Property tax identification number is 20-30-307-046-0000

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

**THE ORIGINAL PROMISSORY NOTE DATED FEBRUARY 21, 2003, WITH A MATURITY DATE OF MARCH 2, 2004 IN THE ORIGINAL AMOUNT OF \$215,000.00 FROM GARTEN STRASSE, INC., an Illinois Corporation TO ALLEGIANCE COMMUNITY BANK WHICH WAS PREVIOUSLY MODIFIED TO EXTEND THE MATURITY DATE TO MARCH 2, 2005, IS NOW FURTHER MODIFIED TO EXTEND THE MATURITY DATE TO MARCH 2, 2006 AND TO MODIFY THE INTEREST RATE TO 1.00% OVER THE WALL STREET JOURNAL PRIME LENDING RATE.**

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## MODIFICATION OF MORTGAGE (Continued)

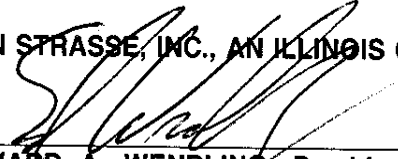
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 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.

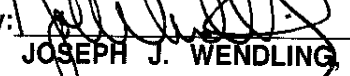
**CROSS-COLLATERALIZATION.** THIS LOAN IS CROSS-COLLATERALIZED WITH AND TO ALL EXISTING LOANS MADE TO AW MANUFACTURING, INC., AND/OR GARTEN STRASSE, INC. BY ALLEGIANCE COMMUNITY BANK.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 2, 2005.**

**GRANTOR:**


**GARTEN STRASSE, INC., AN ILLINOIS CORPORATION**

By:   
EDWARD A. WENDLING, President of GARTEN STRASSE, INC., an Illinois Corporation

By:   
JOSEPH J. WENDLING, Secretary of GARTEN STRASSE, INC. an Illinois Corporation

**LENDER:**

**ALLEGIANCE COMMUNITY BANK**

X   
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 2<sup>nd</sup> day of March, 2011 before me, the undersigned Notary Public, personally appeared **EDWARD A. WENDLING, President; JOSEPH J. WENDLING, Secretary of GARTEN STRASSE, INC., an Illinois Corporation**, and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



CLERK OF COOK COUNTY Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 COUNTY OF COOK ) SS  
 )

On this 2ND day of MARCH, 2005 before me, the undersigned Notary Public, personally appeared DAN J. KARAIIS and known to me to be the VICE CHAIRMAN, 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 Marilyn T. Carlsson Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



Clerk's Office of Cook County