

UNOFFICIAL COPY



Doc#: 0512949246  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 05/09/2005 02:08 PM Pg: 1 of 4

RECORDATION REQUESTED BY:  
COMMUNITY BANK OF  
RAVENSWOOD  
2300 WEST LAWRENCE  
AVENUE  
CHICAGO, IL 60625-1914

WHEN RECORDED MAIL TO:  
COMMUNITY BANK OF  
RAVENSWOOD  
2300 WEST LAWRENCE  
AVENUE  
CHICAGO, IL 60625-1914

SEND TAX NOTICES TO:  
COMMUNITY BANK OF  
RAVENSWOOD  
2300 WEST LAWRENCE  
AVENUE  
CHICAGO, IL 60625-1914

FOR RECORDER'S USE ONLY

FREEDOM TITLE CORP.

This Modification of Mortgage prepared by:

Dzenita Krvavac, Loan Specialist  
COMMUNITY BANK OF RAVENSWOOD  
2300 WEST LAWRENCE AVENUE  
CHICAGO, IL 60625-1914

6881640

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated April 27, 2005, is made and executed between Macon Construction Group, Inc., an Illinois corporation, whose address is 3202 N. Lakewood, Chicago, IL 60657 (referred to below as "Grantor") and COMMUNITY BANK OF RAVENSWOOD, whose address is 2300 WEST LAWRENCE AVENUE, CHICAGO, IL 60625-1914 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 3, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded July 14, 2003 as Document No. 0319549130.

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

LOT 28 IN BLOCK 8 IN LANE PARK ADDITION TO LAKEVIEW IN SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3408 N. Southport Avenue, Chicago, IL 60657. The Real Property tax identification number is 14-20-311-031-0000

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

To adjust the interest floor rate to 6.750% to reflect changes of the Change in Terms Agreement of even date, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions of the promissory note or agreements.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain

4

**UNOFFICIAL COPY**  
**MODIFICATION OF MORTGAGE**  
**(Continued)**

Page 2

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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 27, 2005.**

GRANTOR:

**MACON CONSTRUCTION GROUP, INC., AN ILLINOIS CORPORATION**

By: \_\_\_\_\_

**Matthew J. Wilbur a/k/a Matt Wilbur, President of Macon  
 Construction Group, Inc., an Illinois corporation**

LENDER:

**COMMUNITY BANK OF RAVENSWOOD**

X \_\_\_\_\_

**Authorized Signer**

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

### CORPORATE ACKNOWLEDGMENT

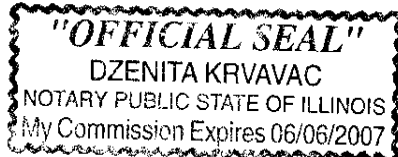
STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 6th day of May, 2005 before me, the undersigned Notary Public, personally appeared **Matthew J. Wilbur a/k/a Matt Wilbur, President of Macon Construction Group, Inc., an Illinois corporation**, 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 [Signature] Residing at CHICAGO

Notary Public in and for the State of IL

My commission expires 06/06/2007



Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 6th day of May, 2005 before me, the undersigned Notary Public, personally appeared RONALD H. FRIEDMAN and known to me to be the SENIOR 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 [Signature] Residing at Chicago

Notary Public in and for the State of IL

My commission expires 06/06/2007



Property of Cook County Clerk's Office