UNOFFICIAL COPY

RECORDATION REQUESTED BY:

MB Financial Bank, N.A., successor in interest to First Security Federal Savings Bank Commerical Banking- Western Avenue 936 N. Western Avenue Chicago, IL 60622

Doc#: 0517817161

Eugene "Gene" Moore Fee: \$30.50
Dook County Recorder of Deeds

Date: 06/27/2005 02:38 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documer tation 6111 N. River Sd. Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Cda'iz Lispier, Loan Doc. Specialist - Trans #16072
MB / mancial Bank, N.A.
6111 N River Rd.
Rosemont, L 60018

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 1, 2005, is made and executed between Walco Construction, Inc., Corporation of Illinois, whose address is 2144 W. Churchill, Chiergo, IL 60647 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to First Security Federal Savings Bank, whose address is 936 N. Western Avenue, Chicago, IL 60622 (referred to below as Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 21, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of May 21, 2004 executed by Walco Construction, Inc. for the benefit of MB Financial Bank, N.A., Successor in Interest to 1st Security Federal Savings Bank, recorded on September 21, 2004 as document no. 0426502407.

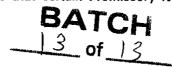
REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOTS 14, 15 AND 16 IN BLOCK 16 IN PIERCE'S ADDITION TO HOLSTEIN IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, 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 1835-1841 N. Milwaukee Avenue, Chicago, IL 60647-4444. The Real Property tax identification number is 14-31-312-033-0000; 14-31-312-034-0000 and 14-31-312-035-0000

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated as of May 1, 2005 in the original principal



S-Y Ry M-y

0517817161 Page: 2 of 4

UNOFFICIAL COPY MODIFICATION OF MORTGAGE

Loan No: 186001142 (Continued) Page 2

amount of \$1,864,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

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 Lander 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 a such subsequent actions.

GRANTOR ACKNOWLEDGES AAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO IT'S TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 1, 2005.

GRANTOR:

By:

Stanislaw Walczak, President of Walco Construction, Inc.

LENDER:

MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO FIRST SECURITY FEDERAL SAVINGS BANK

Authorized Signer

0517817161 Page: 3 of 4

UNOFFICIAL COPY MODIFICATION OF MORTGAGE

Loan No: 186001142 (Continued) Page 3

CORPORATE ACKNOWLEDGMENT	
STATE OF FORM S COUNTY OF COOLC)) SS
COUNTY OF COULC)
an authorized agent of the corporation that execute Modification to be the free and voluntary act and directors, for the uses and pushe is authorized to execute this Modification and	before me, the undersigned Notary dent of Walco Construction, Inc., and known to me to be ded the Modification of Mortgage and acknowledged the eed of the corporation, by authority of its Bylaws or by ourposes therein mentioned, and on oath stated that he odd in fact executed the Modification on behalf of the
corporation. By	Residing at
Notary Public in and for the State of My commission expires	OFFICIAL SEAL HALYNA LEWUN-PAWLYK Notary Public - State of Illinois My Commission Expires Jun 26, 2007
	Continue Con

0517817161 Page: 4 of 4

UNOFFICIAL COPY MORTGAGE

Loan No: 186001142 (Continued) Page 4

LENDER ACKNOWLEDGMENT		
STATE OF LUNCIS COUNTY OF COSIC)	
d) SS	
COUNTY OF		
On this day of	before me, the undersigned Notary and known to me to be the	
// Cl String Mythorized agent for the Le	ender that executed the within and foregoing instrument and	
the Lender through its board of directors or other oath stated that he or she is authorized to exe	voluntary act and deed of the said Lender, duly authorized by rwise, for the uses and purposes therein mentioned, and on ecute this said instrument and that the seal affixed is the	
corporate seal of said Lender.		
By	Residing at	
Notary Public in and for the State of		
My commission expires	OFFICIAL SEAL	
iny commission expires	HALYNA LEWUN-PAWLYK Notary Public - State of Illinois	
	Tay Commission Expires Jun 26, 2007	
	90.	
LASER PRO Landing, Ver. 5.24.00.003 Copr. Harland Financial Solut	tions, Inc. 1997, 2006. All Rig 1s Rf erved IL C:\APPS\CF \LP\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
	C,	
	Clark	
	Co	