

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

PRAIRIE BANK AND TRUST
COMPANY
BRIDGEVIEW LOCATION
7661 S. HARLEM AVE
BRIDGEVIEW, IL 60455



Doc#: 0525808059 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/15/2005 09:10 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

PRAIRIE BANK AND TRUST
COMPANY
BRIDGEVIEW LOCATION
7661 S. HARLEM AVE
BRIDGEVIEW, IL 60455

SEND TAX NOTICES TO:

PRAIRIE BANK AND TRUST
COMPANY
BRIDGEVIEW LOCATION
7661 S. HARLEM AVE
BRIDGEVIEW, IL 60455

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

ROSE KONOW - cla #574440001
PRAIRIE BANK AND TRUST COMPANY
7661 S. HARLEM AVE
BRIDGEVIEW, IL 60455

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 8, 2005, is made and executed between Sherman Street, LLC, an Illinois limited liability company, whose address is 5252 W. Carmen, Chicago, IL 60630 (referred to below as "Grantor") and PRAIRIE BANK AND TRUST COMPANY, whose address is 7661 S. HARLEM AVE, BRIDGEVIEW, IL 60455 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 8, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded July 15, 2004 as Document #0419741015.

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

THAT PART OF LOT 4 LYING WEST OF THE RAILROAD (EXCEPT STREET) IN MEYER'S SUBDIVISION OF THAT PART OF LOT 6 LYING WEST OF THE GRAVEL ROAD IN THE ASSESSOR'S DIVISION OF THE NORTHEAST FRACTIONAL 1/4 AND THE EAST 32 RODS OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1031 Sherman & 1034 Custer, Evanston, IL 60202. The Real Property tax identification number is 11-19-117-008-0000.

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

Extend Maturity Date to July 8, 2006.

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 574440001

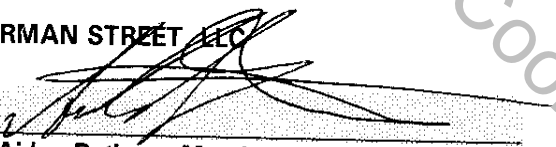
Page 2

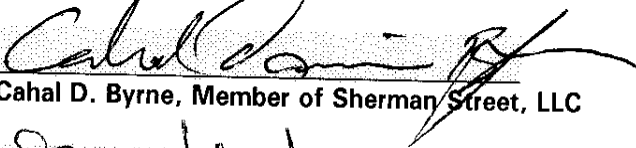
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right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

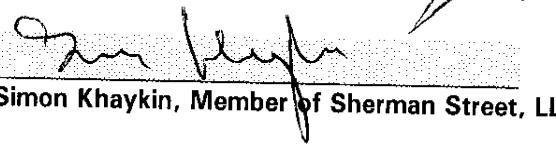
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 8, 2005.

GRANTOR:

SHERMAN STREET LLC

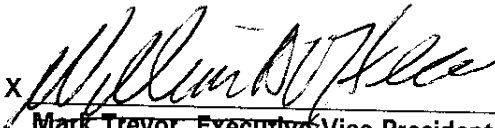
By: 
Aidan Ratigan, Member of Sherman Street, LLC

By: 
Cahal D. Byrne, Member of Sherman Street, LLC

By: 
Simon Khaykin, Member of Sherman Street, LLC

LENDER:

PRAIRIE BANK AND TRUST COMPANY

x 
Mark Trevor, Executive Vice President
Seller

UNOFFICIAL COPY

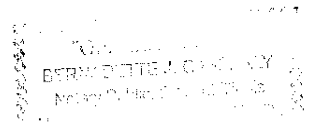
MODIFICATION OF MORTGAGE (Continued)

Loan No: 574440001

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)



On this 30th day of August, 2005 before me, the undersigned Notary Public, personally appeared **Aidan Ratigan, Member; Cahal D. Byrne, Member; Simon Khaykin, Member of Sherman Street, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Bernadette J. Cassidy Residing at Homer Glen, IL

Notary Public in and for the State of Illinois

My commission expires 1-13-06

Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 574440001

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

)
) SS
)

On this 30th day of August, 2005, before me, the undersigned Notary Public, personally appeared William D. O'Hearn and known to me to be the SENIOR Vice Pres, 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 Benedict J. Cassidy Residing at Howard Glen, IL

Notary Public in and for the State of Illinois

My commission expires 11-3-06