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Doc#: 0527033055 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/27/2005 09:05 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
INTERSTATE BANK
ATTN: LOAN DEPARTMENT
15533 S. CICERO AVENUE
OAK FOREST, IL 60452

FOR RECORDER'S USE ONLY

8296137 CTI OF

This Modification of Mortgage prepared by:
ROBERTA MITCHELL (LOAN #4272201-9001)
Interstate Bank
15533 S. Cicero Avenue
Oak Forest, IL 60453

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 16, 2005, is made and executed between L & W Properties Partnership, an Illinois Partnership, whose address is 14040 Harrison St., Posen, IL 60469-1023 (referred to below as "Grantor") and INTERSTATE BANK, whose address is 15533 S. CICERO AVENUE, OAK FOREST, IL 60452 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 16, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with the Cook County Recorder of Deeds on August 19, 2004 as Document No. 0423244113.

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

Lots 1 through 5 in Markham Estates, being a Subdivision of part of the Southwest 1/4 of Fractional Section 14, Township 36 North, Range 13, East of the Third Principal Meridian, lying North of the Indian Boundary Line, in Cook County, Illinois.

The Real Property or its address is commonly known as Lots 1 to 5 in Markham Estates @ 154th & Pulaski, Markham, IL 60426. The Real Property tax identification number is 28-14-300-002-0000 & 28-14-300-008-0000.

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

This Modification of Mortgage is executed for the purpose of increasing existing Interstate Bank lien to \$420,000.00.

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

BOX 334 CTI

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

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Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser 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 SEPTEMBER 16, 2005.

GRANTOR:

L & W PROPERTIES PARTNERSHIP

By:

Walter G. Massat
Walter G. Massat

By:

Lawrence J. Massat
Lawrence J. Massat

LENDER:

INTERSTATE BANK

x

Glenn A. Bort
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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PARTNERSHIP ACKNOWLEDGMENT

STATE OF ILL)
) SS
 COUNTY OF Will)

On this 16 day of September, 2005 before me, the undersigned Notary Public, personally appeared **Walter & Massat ; Lawrence J. Massat, of L & W Properties Partnership**, and known to me to be partners or designated agents of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

By Roberta L. Mitchell Residing at N/A

Notary Public in and for the State of ILL
 My commission expires 3-16-06



LENDER ACKNOWLEDGMENT

STATE OF ILL)
) SS
 COUNTY OF Will)

On this 16 day of September, 2005 before me, the undersigned Notary Public, personally appeared Robert Romero and known to me to be the 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 Roberta L. Mitchell Residing at N/A

Notary Public in and for the State of ILL
 My commission expires 3-16-06



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MODIFICATION OF MORTGAGE

(Continued)

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A large, dense, black handwritten scribble or signature, consisting of many overlapping loops and lines, positioned in the upper right quadrant of the page.

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