

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Bridgeview Bank Group
7940 S. Harlem Ave.
Bridgeview, IL 60455



Doc#: 0527222106 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/29/2005 03:15 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Bridgeview Bank Group
ATTN: Loan Operations
4753 N Broadway
Chicago, IL 60640

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Bridgeview Bank Group
4753 N. Broadway
Chicago, IL 60640

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 7, 2005, is made and executed between 6441 North Newgard LLC, an Illinois Limited Liability Company, whose address is 2000 N Racine Suite 3400, Chicago, IL 60614 (referred to below as "Grantor") and Bridgeview Bank Group, whose address is 7940 S. Harlem Ave., Bridgeview, IL 60455 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 7, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded on September 13, 2004 as Document No. 0425747088 and 0425747089; respectively.

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

THE NORTH 10 FEET OF LOT 20 AND ALL OF LOT 21 IN SICKINGER'S SUBDIVISION OF LOTS 7 AND 8 IN SUBDIVISION BY L.C.P. FREER, RECEIVER, OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, 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 6441 N. Newgard Avenue, Chicago, IL 60626. The Real Property tax identification number is 11-32-327-005-0000.

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

The purpose of this Modification of Mortgage is to: Increase the principal amount secured from \$1,240,000.00 to \$1,340,000.00; Increase the maximum lien amount from \$2,480,000.00 to \$2,680,000.00 as evidenced by Promissory Note dated September 7, 2005. All other terms and conditions of the original Mortgage shall remain in full force and effect.

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

S-1
M-1
P-4
Surf 6
M

P-4
M-1

UNOFFICIAL COPY

Property of Cook County Clerk's Office

BRIDGEVIEW BANK GROUP
Authorized Signer
[Signature] X

LENDER:

By: *[Signature]*
6441 NORTH NEWGARD LLC
Charles T. Mudd, Manager of 6441 North Newgard LLC

GRANTOR:

2005.

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 7, 2005.

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.

Loan No: 613674100-11601

MODIFICATION OF MORTGAGE

(Continued)

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 613674100-11601

(Continued)

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

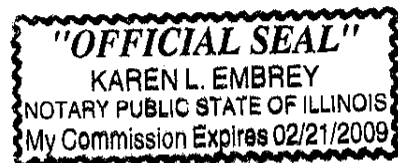
COUNTY OF Cook) SS

On this 17th day of September, 2005 before me, the undersigned Notary Public, personally appeared **Charles T. Mudd, Manager of 6441 North Newgard LLC**, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By *Karen L. Embrey*
Notary Public in and for the State of _____

Residing at Bridgeway Bank Group

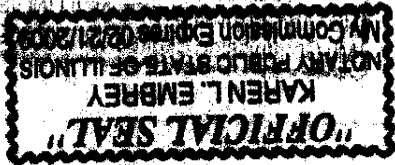
My commission expires 2/21/09



Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County



My commission expires _____

Notary Public in and for the State of _____

Bridgview BancGroup -Residing at

By [Signature]

corporate seal of said Lender

On this _____ day of _____, 2005, before me, the undersigned Notary Public, personally appeared Mary Kayes and known to me to be the man 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

STATE OF ILLINOIS
COUNTY OF COOK

LENDER ACKNOWLEDGMENT