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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Banking - South
Region
16255 S. Harlem Avenue
Tinley Park, IL 60477

Doc#: 0531222035 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/08/2005 11:25 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018

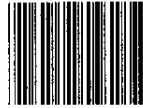
#7218258

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

, John Sheahan # 18083
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated September 12, 2005, is made and executed between Watson Construction Company, Inc., an Illinois Corporation, whose address is P.O. Box 2155, Orland Park, IL 60462 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 16255 S. Harlem Avenue, Tinley Park, IL 60477 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 12, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of March 12, 2004 executed by Watson Construction Company, Inc. ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on April 26, 2004 as document no. 0411742077, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on April 26, 2004 as document no. 0411742078.

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

LOTS 1, 6, 7, 8 AND 10 IN ORLAND WOODS III, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as (5) Vacant Lots in Orland Woods, Unit 3, Orland Park, IL 60462. The Real Property tax identification number is 27-31-200-008-0000; 27-31-200-013-0000; 27-31-200-014-0000; 27-31-200-015-0000 and 27-31-200-017-0000.

Handwritten signature/initials

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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 September 12, 2005 in the original principal amount of \$723,800.00 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 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 12, 2005.

GRANTOR:

WATSON CONSTRUCTION COMPANY, INC.

By: 

Michael G. Marich, President of Watson Construction Company, Inc.

By: 

Marilyn S. Marich, Secretary of Watson Construction Company, Inc.

LENDER:

MB FINANCIAL BANK, N.A.

x 

Authorized Signer

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MODIFICATION OF MORTGAGE

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CORPORATE ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 29th day of September, 2005 before me, the undersigned Notary Public, personally appeared **Michael G. Marich, President and Marilyn S. Marich, Secretary of Watson Construction Company, Inc.**, and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Deborah M. Bauer Residing at Cook

Notary Public in and for the State of Illinois

My commission expires 9-8-08



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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF IL)

) SS

COUNTY OF Cook)

On this 27th day of September, 2005 before me, the undersigned Notary Public, personally appeared Diane R. Nigel 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 Deborah M. Bauer Residing at Cook

Notary Public in and for the State of IL

My commission expires 9-8-08



Cook County Clerk's Office