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RECORDATION REQUESTED BY:

Allegiance Community Bank
8001 W. 183rd Street
Tinley Park, IL 60477

**WHEN RECORDED MAIL TO:**

Allegiance Community Bank
8001 W. 183rd Street
Tinley Park, IL 60477

Doc#: 0533547005 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/01/2005 08:22 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

M. Carlsson
Allegiance Community Bank
8001 W. 183rd Street
Tinley Park, IL 60477

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 12, 2005, is made and executed between DERNLY DEVELOPMENT LLC an Illinois Limited Liability Company (referred to below as "Grantor") and Allegiance Community Bank, whose address is 8001 W. 183rd Street, Tinley Park, IL 60477 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 12, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED SEPTEMBER 9, 2003 AS DOCUMENT NO. 032511020 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS.

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

LOT 48 IN BLOCK "C" IN THE RESUBDIVISION OF CERTAIN BLOCKS AND PARTS OF BLOCKS AND VACATED STREETS IN R.A. CEPEK'S ARLINGTON RIDGE, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF, (EXCEPT THE EAST 33.0 FEET THEREOF) OF THE NORTHWEST QUARTER AND OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTHEASTERLY LINE OF THE NORTHWEST HIGHWAY, SAID NORTHEASTERLY LINE OF HIGHWAY BEING 66.0 FEET NORTHEASTERLY OF AND PARALLEL TO THE NORTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT-OF-WAY, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 725 NORTH KASPAR, ARLINGTON HEIGHTS, IL 60004. The Real Property tax identification number is 03-30-221-019-0000.

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

THE ORIGINAL PROMISSORY NOTE DATED JUNE 12, 2003 WITH A MATURITY DATE OF JUNE 12, 2004 IN THE ORIGINAL AMOUNT OF \$207,000.00 FROM DERNLY DEVELOPMENT LLC., an Illinois Limited Liability Company TO ALLEGIANCE COMMUNITY BANK WHICH WAS PREVIOUSLY MODIFIED TO EXTEND THE MATURITY DATE TO MARCH 12, 2005 AND FURTHER MODIFIED TO EXTEND THE MATURITY DATE TO SEPTEMBER 12, 2005 IS NOW FURTHER MODIFIED TO EXTEND THE MATURITY DATE TO

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Property of Cook County Clerk's Office

MARCH 12, 2006.

Loan No: 488826031

MODIFICATION OF MORTGAGE

(Continued)

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:

DERNLY DEVELOPMENT LLC AN ILLINOIS LIMITED LIABILITY COMPANY

By: Michael T. DeFazio, Jr., Member of DERNLY DEVELOPMENT LLC an Illinois Limited Liability Company

By: Theodore A. Kern, Member of DERNLY DEVELOPMENT LLC an Illinois Limited Liability Company

LENDER:

ALLEGANCE COMMUNITY BANK

[Signature]
X
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 488826031

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

) SS

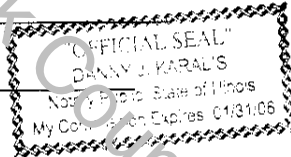
COUNTY OF Cook)

On this 12th day of September, 2008 before me, the undersigned Notary Public, personally appeared **MICHAEL T. DEFAZIO, JR., Member; THEODORE KERN, Member of DERNLY DEVELOPMENT LLC an Illinois Limited Liability Company**, 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 [Signature] Residing at _____

Notary Public in and for the State of _____

My commission expires _____

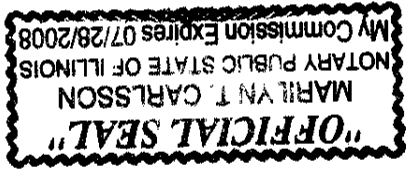


Cook County Clerk's Office

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My commission expires 7-28-08

Notary Public in and for the State of _____

Residing at _____

By Mary Jane [Signature]

On this 12th day of Sept, 2005, before me, the undersigned Notary Public, personally appeared DAN KAPRALLIS, 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.

and known to me to be the Vice

COUNTY OF Cook

STATE OF ILLINOIS

LENDER ACKNOWLEDGMENT