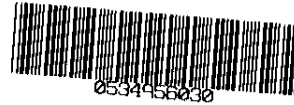


# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Community Development  
1200 N. Ashland Ave.  
Chicago , IL 60622



Doc#: 0534956030 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/15/2005 01:58 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Stella Periaswamy - Tr#18570  
MB Financial Bank, N.A.  
1200 N. Ashland Ave.  
Chicago , IL 60622

## MODIFICATION OF MORTGAGE



**THIS MODIFICATION OF MORTGAGE** dated September 10, 2005, is made and executed between Avalon Park Limited Partnership, an Illinois limited partnership, whose address is c/o Investment Management Corporation One East Superior Street, Suite 604, Chicago, IL 60611 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 1200 N. Ashland Ave., Chicago , IL 60622 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 10, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 10, 2004 executed by Avalon Park Limited Partnership ("Grantor") for the benefit of MB Financial Bank, N.A., ("Lender"), recorded on November 2, 2004 as document no. 0430717205.

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

LOT 29 IN BLOCK 95 IN CORNELL, A SUBDIVISION IN SECTION 26 AND SECTION 35, ALL IN TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 7845 S. Woodlawn Avenue, Chicago, IL 60619. The Real Property tax identification number is 20-26-424-014-0000.

**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 10, 2005 in the original

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**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

Loan No: 7219926

(Continued)

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principal amount of \$300,000.00 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.

**CROSS COLLATERALIZATION.** In addition to the Note, this Agreement secures the following described additional indebtedness: Any obligations for indebtedness pursuant to any guaranty, loan documents or collateral documents executed by Guaranty shall constitute collateral for all indebtedness of Guarantor to Lender whether said indebtedness is now existing or hereinafter arising.

**CROSS DEFAULT.** Borrower will be in default if borrower breaks any promise borrower has made to Lender, or borrower fails to comply with or to perform when due any other term, obligation, covenant or condition contained in their Note(s) or any agreement related to their Note(s), or in any other agreement or loan borrower has with Lender.

**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 10, 2005.**

GRANTOR:

AVALON PARK LIMITED PARTNERSHIP

INVESTMENT MANAGEMENT CORPORATION, General Partner of Avalon  
Park Limited Partnership

By: 

Peter C. Quigley, Secretary of Investment Management  
Corporation

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 7219926

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LENDER:

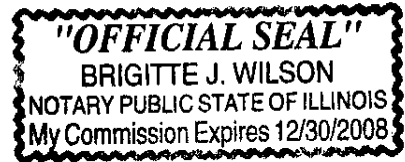
MB FINANCIAL BANK, N.A.

x Peter Quigley  
Authorized Signer

### PARTNERSHIP ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF Cook

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) SS  
)



On this 28 day of October, 2005 before me, the undersigned Notary Public, personally appeared **Peter C. Quigley, Secretary of Investment Management Corporation**, and known to me to be a partner or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

By Brigitte Wilson

Residing at 611 N River Rd, Rosemont  
IL

Notary Public in and for the State of Illinois

My commission expires 12/30/2008

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## MODIFICATION OF MORTGAGE (Continued)

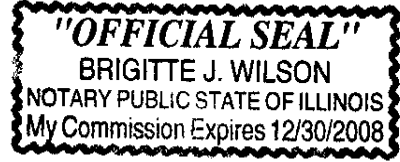
Loan No: 7219926

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



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On this 28 day of October, 2005 before me, the undersigned Notary Public, personally appeared Peter Inyckyj and known to me to be the Vice President, 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 Brigitte Wilson

Residing at 6111 N River Rd, Rosemont,  
12

Notary Public in and for the State of Illinois

My commission expires 12/30/2008

Cook County Clerk's Office