UNOFFICIAL COPY

RECORDATION REQUESTED BY:

State Bank of Countryside State Bank of Countryside 6734 Joliet Road Countryside, IL 60525

WHEN RECORDED MAIL TO:

State Bank of Countryside State Bank of Countryside 6734 Joliet Road Countryside, IL 60525



Doc#: 0536404157 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 12/30/2005 11:46 AM Pg: 1 of 4

SEND TAX NOTICES 70:

Michael-James Davelopment, LLC 959 S Catherine Ava #220 LaGrange, IL 60525

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by Angela M. Rutledge
State Bank of Countryside
6734 Joliet Road
Countryside, IL 60525

8298022 8298022

MODIFICATION OF WORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 6, 2005, is made and executed between Michael-James Development, LLC (referred to below as "Grantor") and State Bank of Countryside, whose address is 6734 Joliet Road, Countryside, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 11, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 8-24-05 as document 0523633124.

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

LOTS 3 AND 4 IN TIMBERS EDGE SUBDIVISION OF THAT PART OF THE SE 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL.

The Real Property or its address is commonly known as Lots 3 & 4 Timbers Edge Sub, Indian Head Park, IL 60525.

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

Principal Increase of \$250,000.00.

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 Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all

EOX 333-CTI

0536404157 Page: 2 of 4

UNOFFICIAL C

MODIFICATION OF MORTGAGE

Loan No: 915017099-10

(Continued)

Page 2

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 DECEMBER 6, 2005.

GRANTOR:

MICHAEL-JAMES DEVELOPMENT LLC

G. Michael LeBeau, Member of Michael-James Development,

LLC

t, L.

Planty Clark's Office es F. Welch, Member of Michael-James Development, LLC

LENDER:

STATE BANK OF COUNTRYSIDE

Authorized Signer

0536404157 Page: 3 of 4

UNOFFICIAL COPY MODIFICATION OF MORTGAGE

(Continued)

Loan No: 915017099-10 Page 3

| LIMITED LIABILITY COMPANY ACKNOWLEDGMENT | |
|--|--|
| <i>\(\theta \)</i> | |
| STATE OF |) |
| <u> </u> |) SS |
| COUNTY OF (29) |) |
| | , |
| On this 7 day of | before me, the undersigned Notary |
| Public, personally appeared G. Michael LeBeau, Member | |
| Development, LLC, and known to me to be members or des | |
| executed the Modification of Mortgage and acknowledged th deed of the limited liability corcoany, by authority of sta | |
| agreement, for the uses and purposes therein mentioned, | |
| execute this Modification and in tact (xecuted the Modification | |
| - Sec VI Portoso | |
| By July 10 | Residing at |
| Notary Public in and for the State of | _ |
| Mu complete a surfice | |
| My commission expires | Official Coal |
| | Official Seal Angela M Rutledge |
| | Notary Public State of Illinois My Commission Expires 08/01/2009 |
| | 1/2 |
| | Clerts |
| | |
| | ·//. |
| | 1,0 |
| | |
| | Visc. |
| | |
| | |
| | |

0536404157 Page: 4 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued) Page 4 Loan No: 915017099-10 LENDER ACKNOWLEDGMENT STATE OF) SS **COUNTY OF** before me, the undersigned Notary On this and known to me to be the Public, personally appeared _, 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 shall of said Lender Residing at _ By Notary Public in and for the State of Official Seal My commission expires Angela M Rutledge Notary Public State of Illinois My Commission Expires 08/01/2009