

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

COLE TAYLOR BANK  
WEALTH MANAGEMENT  
111 W. WASHINGTON  
CHICAGO, IL 60602

**WHEN RECORDED MAIL TO:**

Cole Taylor Bank  
Loan Services  
P.O. Box 88452 - Dept A  
Chicago, IL 60680-8452



Doc#: 0603840084 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/07/2006 11:13 AM Pg: 1 of 4

**SEND TAX NOTICES TO:**

1746 West Beach LLC  
4 Regent Lane  
Lincolnshire, IL 60069

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

COLE TAYLOR BANK  
COLE TAYLOR BANK  
P.O. BOX 88452- DEPT. A  
CHICAGO, IL 60680

# P.N.T.N.

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated January 15, 2006, is made and executed between 1746 West Beach LLC (referred to below as "Grantor") and COLE TAYLOR BANK, whose address is 111 W. WASHINGTON, CHICAGO, IL 60602 (referred to below as "Lender")

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 15, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded December 6, 2004 in the Cook County Recorder's Office as Document Number 0434120043 and an Assignment of Rents dated October 15, 2004 and recorded December 6, 2004 in the Cook County Recorder's Office as Document Number 0434120044.

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

**LOT 34 IN BLOCK 7 OF MCREYNOLD'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as 1746 W. Beach Ave., Chicago, IL 60622. The Real Property tax identification number is 17-06-213-025.

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

The principal balance of the Promissory Note secured by the aforesaid Mortgage has been increased the date of this Modification of Mortgage from \$728,000.00 to \$880,000.00. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,760,000.00.

**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

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## MODIFICATION OF MORTGAGE

Loan No: 0001

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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 JANUARY 15, 2006.**

**GRANTOR:**

1746 WEST BEACH LLC

By: \_\_\_\_\_

*Mike M. Albert*  
Mike M. Albert, Member of 1746 West Beach LLC

By: \_\_\_\_\_

*Shari J. Albert, member*  
Shari J. Albert, Member of 1746 West Beach LLC

**LENDER:**

COLE TAYLOR BANK

X \_\_\_\_\_

*Julie Van Vleet, SVP*  
Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 0001

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF WILL )

On this 13<sup>th</sup> day of January, 2006 before me, the undersigned Notary Public, personally appeared **Mike M. Albert, Member and Shari J. Albert, Member of 1746 West Beach LLC**, 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 *Donna Marie Lengzycki* Residing at 5 HERMAN CT., CRETE, ILL 60417

Notary Public in and for the State of ILLINOIS

My commission expires 7-26-2009



Will County Clerk's Office

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## MODIFICATION OF MORTGAGE

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### LENDER ACKNOWLEDGMENT

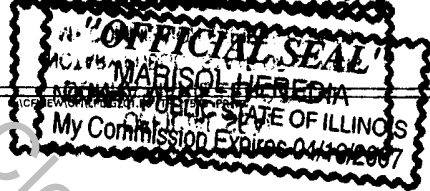
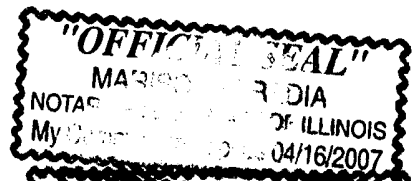
STATE OF ILLINOIS )  
 )  
 ) SS  
COUNTY OF COOK )

On this 15<sup>th</sup> day of January, 2007 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_ 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 [Signature] Residing at ILLINOIS

Notary Public in and for the State of ILLINOIS

My commission expires 4-16-07



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