

# UNOFFICIAL COPY



**RECORDATION REQUESTED BY:**

MARQUETTE BANK  
Corporate Center  
10000 West 151st Street  
Orland Park, IL 60462

Doc#: 0608955166 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/30/2006 03:41 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

MARQUETTE BANK  
Corporate Center  
10000 West 151st Street  
Orland Park, IL 60462

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

OWebb, Credit Administration  
MARQUETTE BANK  
10000 West 151st Street  
Orland Park, IL 60462

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 30, 2005, is made and executed between RDP Partnership, an Illinois General Partnership, whose address is 5601 West 120th Street, Alsip, IL 60803 (referred to below as "Grantor") and MARQUETTE BANK, whose address is 10000 West 151st Street, Orland Park, IL 60462 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 6, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded January 25, 2005 as Document Number 0502520023 and a Modification of Mortgage dated March 18, 2005 recorded April 4, 2005 as Document Number 0509419017, all in the office of the Cook County Recorder .

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

UNIT 101 IN ALSIP INDUSTRIAL PARTNERS CONDOMINIUM #1, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 10 AND 11 IN ALSIP INDUSTRIAL PARTNERS SUBDIVISION BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT RECORDED ON SEPTEMBER 29, 1989 AS DOCUMENT NO. 89-462578, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM MADE BY HERITAGE TRUST COMPANY, TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 7, 1988 AND KNOWN AS TRUST #88-3507 RECORDED NOVEMBER 4, 1994 AS DOCUMENT 94-956364 AS AMENDED BY DOCUMENT 96-905054, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN THE DECLARATION AFORESAID, AS AMENDED, ALL IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 5601 West 120th Street, Unit 101, Alsip, IL 60803. The Real Property tax identification number is 24-29-201-040-1001

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

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## MODIFICATION OF MORTGAGE

(Continued)

**MAXIMUM LIEN.** 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 \$320,000.00.

This Modification increases the amount of the Promissory Note referenced in the original mortgage and subsequent Modification from \$100,000.00 to \$160,000.00.

**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 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 30, 2005.**

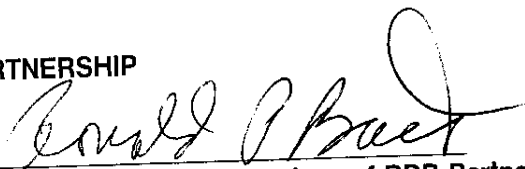
Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

**GRANTOR:**

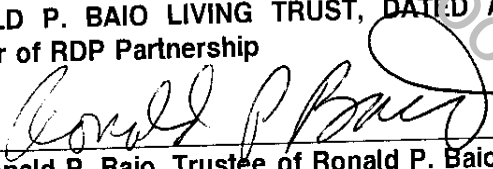
**RDP PARTNERSHIP**

By:   
Ronald P. Baio, General Partner of RDP Partnership

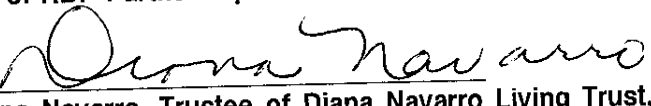
By:   
Diana Navarro, General Partner of RDP Partnership

By:   
Paula Bratko, General Partner of RDP Partnership

RONALD P. BAILO LIVING TRUST, DATED AUGUST 5, 1999, General Partner of RDP Partnership

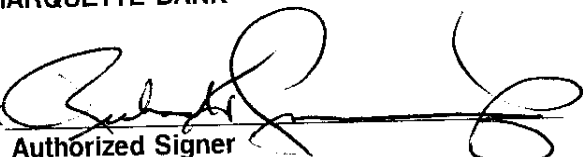
By:   
Ronald P. Baio, Trustee of Ronald P. Baio Living Trust, dated August 5, 1999

DIANA NAVARRO LIVING TRUST, DATED SEPTEMBER 7, 1999, General Partner of RDP Partnership

By:   
Diana Navarro, Trustee of Diana Navarro Living Trust, dated September 7, 1999

**LENDER:**

**MARQUETTE BANK**

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

### PARTNERSHIP ACKNOWLEDGMENT

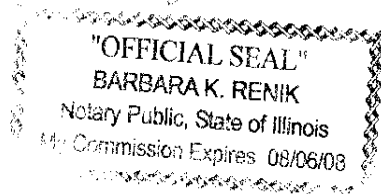
STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 9th day of January, 2008 before me, the undersigned Notary Public, personally appeared **Ronald P. Baio; Diana Navarro; Paula Bratko; Ronald P. Baio, Trustee of Ronald P. Baio Living Trust dated August 5, 1999; Diana Navarro, Trustee of Diana Navarro Living Trust, dated September 7, 1999**, and known to me to be partners or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

By Barbara K. Renik Residing at Marquette Bank

Notary Public in and for the State of Illinois

My commission expires 8/6/08



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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## MODIFICATION OF MORTGAGE

(Continued)

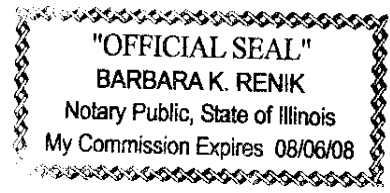
### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 9<sup>th</sup> day of January, 2006 before me, the undersigned Notary Public, personally appeared Rich Cummings and known to me to be the VP, 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 Barbara K. Renik Residing at Marquette Bank  
 Notary Public in and for the State of Illinois

My commission expires 8/6/08



NOTARY OF COOK COUNTY Clerk's Office