

UNOFFICIAL COPY

RECORDATION REQUESTED BY:
UNITED COMMUNITY BANK
OF LISLE
1026 OGDEN AVENUE
LISLE, IL 60532



Doc#: 0610247218 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/12/2006 01:05 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
UNITED COMMUNITY BANK
OF LISLE
1026 OGDEN AVENUE
LISLE, IL 60532

SEND TAX NOTICES TO:
MIDWEST BANK & TRUST
COMPANY, AS TRUSTEE
UNDER TRUST AGREEMENT
DATED 04/04/2005 AND
KNOWN AS TRUST NUMBER
05-1-8376
1606 N HARLEM AVE
ELMWOOD PARK, IL 60707

FOR RECORDER'S USE ONLY

4351124 3 of 5 03 Const

This Modification of Mortgage prepared by:
MARIE SAINTCLOUD
UNITED COMMUNITY BANK OF LISLE
1026 OGDEN AVENUE
LISLE, IL 60532

MODIFICATION OF MORTGAGE *

THIS MODIFICATION OF MORTGAGE* dated March 17, 2006, is made and executed between MIDWEST BANK & TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED 04/04/2005 AND KNOWN AS TRUST NUMBER 05-1-8376 (referred to below as "Grantor") and UNITED COMMUNITY BANK OF LISLE, whose address is 1026 OGDEN AVENUE, LISLE, IL 60532 (referred to below as "Lender").

MORTGAGE* Lender and Grantor have entered into a Mortgage** dated April 21, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED 05/09/05 AS DOCUMENT #0512947073 IN THE OFFICE OF COOK COUNTY RECORDER. ASSIGNMENT OF RENTS DATED 04/21/05 AND RECORDED 05/09/05 AS DOCUMENT #0512947074 IN THE OFFICE OF COOK COUNTY RECORDER.

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

LOT 17 (EXCEPT THE WEST 8 INCHES THEREOF); ALL OF LOT 18 AND LOT 19 (EXCEPT THE EAST 8 INCHES THEREOF) IN FORBE'S SUBDIVISION OF PART OF BLOCK 17 ON CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, 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 1615-1619 W GRAND AVENUE, CHICAGO, IL 60622. The Real Property tax identification number is 17-07-228-016, 024 & 027

THIS IS NOT HOMESTEAD PROPERTY.

*and Assignment of Rents

** (the "Mortgage") and Assignment of Rents ("Assignment of Rents")

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1843

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

1. THE FIRST PARAGRAPH ON PAGE 1 OF THE MORTGAGE SHALL READ AS FOLLOWS:
MAXIMUM LIEN. AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE, NOT INCLUDING MONIES ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED \$5,100,000.00

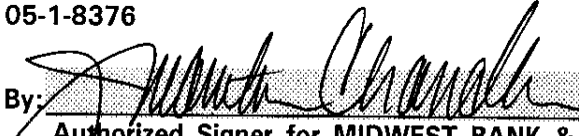
2. THE FIRST THREE CLAUSES OF THE DEFINITION OF "NOTE" IN THE MORTGAGE AND ASSIGNMENT OF RENTS SHALL READ AS FOLLOWS: THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED MARCH 17, 2006, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$5,100,000.00 FROM BORROWER TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT.

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 MARCH 17, 2006.

GRANTOR:

MIDWEST BANK & TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED 04/04/2005 AND KNOWN AS TRUST NUMBER 05-1-8376

By: 
Authorized Signer for MIDWEST BANK & TRUST COMPANY,
AS TRUSTEE UNDER TRUST AGREEMENT DATED 04/04/2005
AND KNOWN AS TRUST NUMBER 05-1-8376

LENDER:

UNITED COMMUNITY BANK OF LISLE

X 
Authorized Signer

*and Assignment of Rents

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1843

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

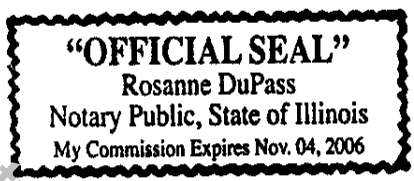
On this 5th day of April, 2006 before me, the undersigned Notary Public, personally appeared Juanita Chandler, of Midwest Bank and Trust Company

, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage* and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Rosanne DuPass Residing at _____

Notary Public in and for the State of Illinois

My commission expires _____



* and Assignment of Rents

Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

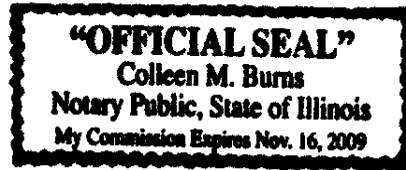
STATE OF Illinois)
)
 COUNTY OF DuPage) SS
)

On this 6th day of April, 2006 before me, the undersigned Notary Public, personally appeared Gerald J. Marshall and known to me to be the Senior 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 Colleen M Burns Residing at _____

Notary Public in and for the State of IL

My commission expires 11-16-09



PROPERTY OF COOK COUNTY CLERK'S OFFICE