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0617046340

Doc#: 0617046340 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/19/2006 02:32 PM Pg: 1 of 5

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005050003

MODIFICATION OF PROMISSORY NOTE & MORTGAGE

WHEREAS, PARK RIDGE COMMUNITY BANK ("Lender"), has loaned to Z & B Properties L.L.C., Zachary D. Wagman, and Barry Brandwein (individually and collectively, the "Borrower") the sum of One Hundred Eighty Six Thousand Two Hundred Dollars (\$186,200.00), (the "Loan") as evidenced by a Promissory Note dated September 27, 2002 (the "Note"), and secured by a Mortgage and an Assignment of Rents both dated September 27, 2002 and both recorded in the office of the Cook County Recorder, Illinois, as Document Numbers: 0021219651 and 0021219652 respectively (the "Collateral Documents"). The Collateral Documents covers the following described premises.

THE WEST 20 FEET OF LOTS 1 AND 2 IN MRS. MALONEY'S SUBDIVISION OF THE NORTH 125 FEET OF BLOCK 2 IN MISMER'S SUBDIVISION OF LOT 4 IN THE COMMISSIONER'S PARTITION OF THE EAST HALF OF THE NORTH EAST QUARTER (NORTH OF MILWAUKEE ROAD) OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2555 W. Fullerton Ave., Chicago, IL 60647

PERMANENT TAX NUMBER: 13-36-203-025-0000

WHEREAS, the Borrower has requested, and Lender has agreed to a modification of the terms and conditions of the aforesaid loan,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

This is to certify the above and foregoing is a true and correct copy of the original

Park Ridge Community Bank

By: Eugene "Gene" Moore V.P.

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1. The unpaid principal balance of the note is currently One Hundred Eighty Five Thousand Seven Hundred and 00/100ths Dollars (\$185,700.00).
2. The Loan amount is increased from \$186,200.00 to \$211,200.00 and the amount currently available for approved construction advances is increased \$25,000.00.
3. Borrower to provide acceptable sworn contractors statement in the amount of \$76,000.00 before any additional construction draws are advanced.
4. Borrower further agrees to pay any and all costs which have been paid or incurred to date or may in the future be paid or incurred, by or on behalf of the Lender, including attorney's fees, in connection with any lawsuit, arbitration or matter of any kind, to which borrower is a party, all of which costs shall be secured by any and all property that secures repayment of the Loan.

All other terms and conditions of the Note, the aforesaid Collateral Document(s), and other documents executed pursuant to the Loan, are hereby incorporated by reference and in all respects, except as hereby modified, shall remain unchanged and continue in full force and effect.

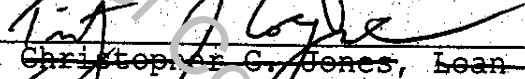
Borrower represents and warrants that (a) there has been no default under the Note, Collateral Document(s) or any other Loan document, nor has there been an event, which is continuing, which might mature into a default; (b) there has been no adverse change in the financial condition of the Borrower, or any of them, or any other person(s) or entity(s) that are obligated on the Loan, whether directly or indirectly, absolutely or contingently, jointly or severally, or jointly and severally; and (c) there has been no diminution in the value of the mortgaged property or any other property securing the Loan.

Borrower, by execution of this Agreement, hereby reaffirms, assumes and agrees to be bound by all of the obligations, duties, rights, representations, warranties, covenants, terms and conditions that are contained in the Note, the Collateral Document(s), or any other Loan documents.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 27th day of December, 2002.

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Z & B Properties L.L.C.

By: X
Zachary D. Wagman, memberBy: X
Barry Brandwein, memberX
Zachary D. WagmanX
Barry Brandwein**PARK RIDGE COMMUNITY BANK**By: 
Geraldine Cooper, Vice PresidentAttest: 
Christopher C. Jones, Loan Officer
Timothy F. Doyle VP**INDIVIDUAL ACKNOWLEDGMENT**

(STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Zachary D. Wagman and Barry Brandwein are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 27th day of December, 2002.


Notary Public

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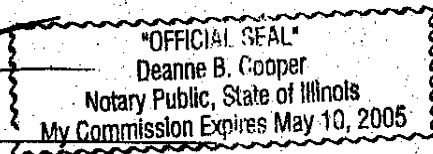
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT (STATE OF ILLINOIS)) SS.

COUNTY OF COOK

On this 27th day of December, 2002, before me, the undersigned Notary Public, personally appeared Zachary D. Wagman, Member of Z & B Properties L.L.C., and Barry Brandwein, Member of Z & B Properties L.L.C. and known to me to be members or designated agents of the limited liability company that executed the foregoing instrument and acknowledged the said instrument 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 they are authorized to execute said instrument and in fact executed it on behalf of the limited liability company.

By: *Deanne B. Cooper*
Notary Public

My commission expires _____



BANKING CORPORATION ACKNOWLEDGMENT STATE OF ILLINOIS)

) SS.

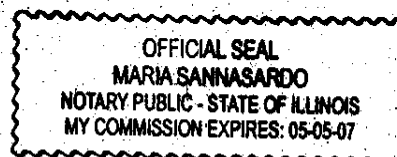
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Geraldine Cooper, personally known to me to be the Vice President of PARK RIDGE COMMUNITY BANK, an Illinois banking corporation, and ~~Christopher C. Jones~~, personally known to me to be the ~~Loan Officer~~ of said banking corporation, and personally known to me to be the same persons whose names are subscribed to foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered that said instrument of said banking corporation and caused the corporate seal of said banking corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said banking corporation, as their free and voluntary act, and as the free and voluntary act and deed of said banking corporation, for the uses and purposes therein set forth.

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Given under my hand and Notary Seal this 27th day of
December, 2002.

Maria Sannasardo
Notary Public



This Document Prepared by:

Thomas E. Carter, Pres.
Park Ridge Community Bank
626 Talcott Road
Park Ridge, IL. 60068

MAIL TO: PARK RIDGE COMMUNITY BANK,
626 TALCOTT ROAD
PARK RIDGE, ILLINOIS 60068

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