

# UNOFFICIAL COPY



Doc#: 0619153024 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 07/10/2006 08:13 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

**LABE BANK**  
Main Branch  
4343 N. Elston Ave.  
Chicago, IL 60641

6IT # 983232 (1 of 1)

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Virginia Garcia                      Loan#0120102377  
**LABE BANK**  
4343 N. Elston Ave.  
Chicago, IL 60641

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated April 1, 2006, is made and executed between Rudogu, Inc., an Illinois corporation (referred to below as "Grantor") and LABE BANK, whose address is 4343 N. Elston Ave., Chicago, IL 60641 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 4, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Mortgage Recorded February 6, 1998 in the Cook County Recorder of deeds as Document Number 98103542.**

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

PARCEL 1: THE SOUTH 56 FEET OF THE NORTH 112 FEET OF THE EAST 47.02 FEET OF THE WEST 97.60 FEET OF THE NORTH 170 FEET OF THE WEST 1/2 OF BLOCK 25 IN HAWTHORNE OF THE SOUTHEAST 1/4 OF SECTION 28 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 18.89 FEET (AS MEASURED ON THE EAST LINE) OF THE NORTH 94.44 FEET OF THE WEST 1/2 (EXCEPT THE WEST 144.62 FEET AS MEASURED ON THE NORTH LINE THEREOF) OF BLOCK 25 IN HAWTHORNE OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3117 South 48th Ct., Cicero, IL 60804. The Real Property tax identification number is 16-33-209-018-0000.

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

**Extend Maturity Date.**

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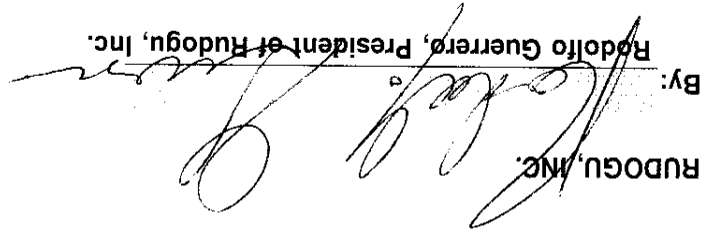
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Property of Cook County

LABE BANK

X  
Authorized Signer

LENDER:

By:   
Rodolfo Guerrero, President of Rudogu, Inc.  
RUDOGU, INC.

GRANTOR:

APRIL 1, 2006.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED

RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument with charge to Borrower. There will be a \$50.00 fee to prepare the Release of Mortgage. Lender shall record the Release with charge to Borrower. There will be a \$29.50 fee to record the Release of Mortgage.

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.

The Maximum Lien provision of said Mortgage shall be amended and restated as follows:  
MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sum advanced to protect the security of Mortgage, exceed \$3,396,171.98.  
The definition of the Note secured by said Mortgage shall be amended and restated as follows:  
Note. The word "Note" means the Change in Terms Agreement ("Agreement") dated April 1, 2006 in the original principal amount of \$1,698,085.99 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitution for the Agreement.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 0130102377

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### CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 1st day of April, 2006 before me, the undersigned Notary Public, personally appeared **Rodolfo Guerrero, President of Rudogu, Inc.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Lukasz Moryl Residing at Cook

Notary Public in and for the State of IL

My commission expires 4/5/08

### LENDER ACKNOWLEDGMENT

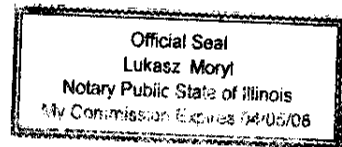
STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 1st day of April, 2006 before me, the undersigned Notary Public, personally appeared Paul Cody and known to me to be the Loan Officer, 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 Lukasz Moryl Residing at Cook

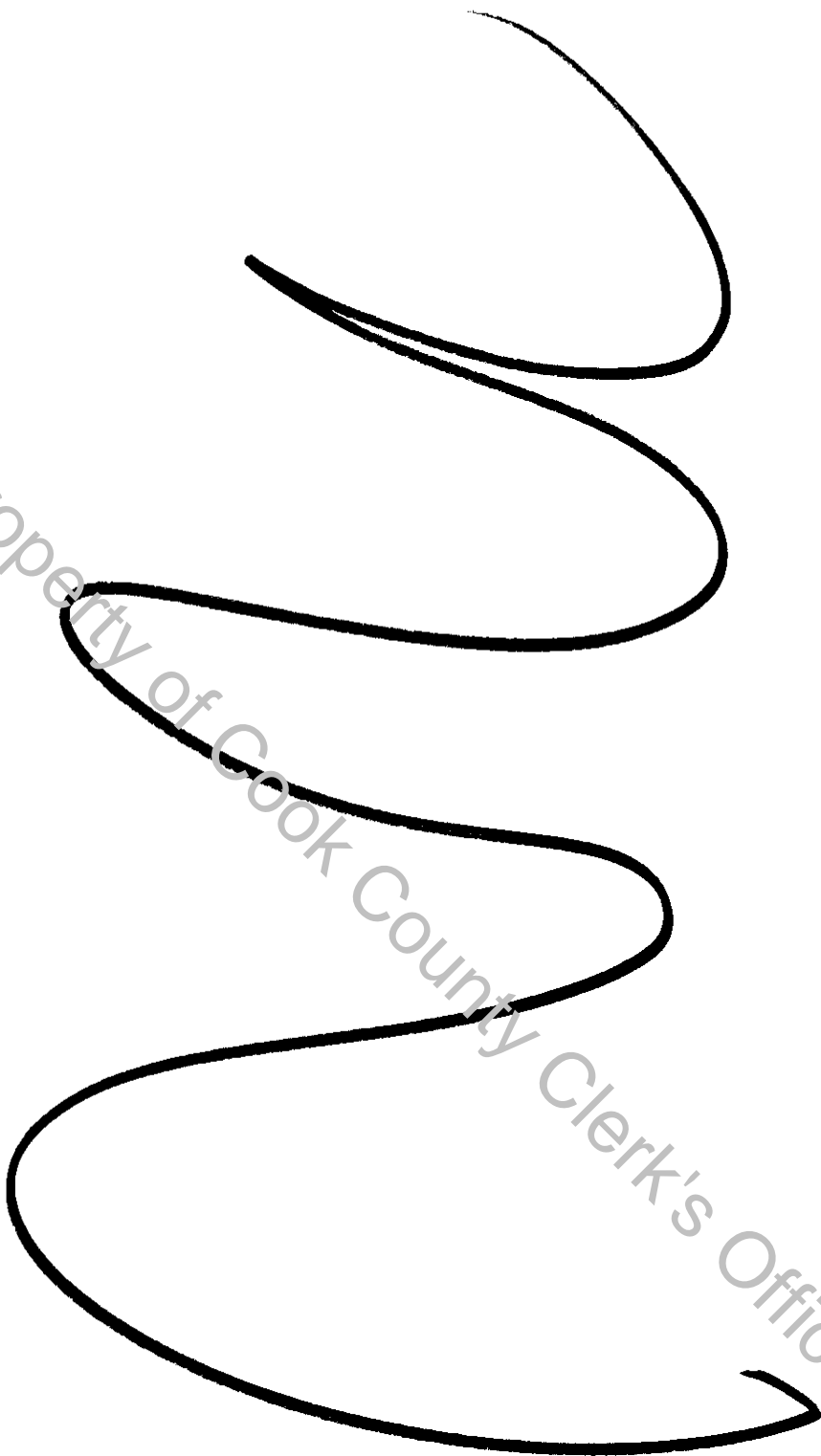
Notary Public in and for the State of IL

My commission expires 4/5/08



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