

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Harris N.A.  
111 W. Monroe Street  
Chicago, IL 60603-4095



Doc#: 0620608220 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/26/2006 01:48 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Harris N.A./BLST  
Attn: Collateral Management  
P.O. Box 2880  
Chicago, IL 60690-2880

H25087953

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:  
Lisa M. Salgado, Documentation Specialist  
Harris Bank/BLST  
311 W. Monroe St., 14th Floor  
Chicago, IL 60606-4684

CTIC-HE

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated June 30, 2006, is made and executed between Hamer Group, L.L.C., whose address is 737 Lyman Avenue, Oak Park, IL 60304 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 6, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on June 19, 2003 as Document #0317011351 in the Cook County Recorder's Office, as subsequently modified from time to time.

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

LOTS 26, 27 AND 28 IN BLOCK 2 IN FRANKLIN P. WILSON'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, 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 344-350 W. Harrison St., Oak Park, IL 60304. The Real Property tax identification number is 16-17-124-029-0000.

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated June 30, 2006 in the original principal amount of \$83,000.00 from Borrower to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and subordinations for the Promissory Note; (2) at no time shall the principal amount of the indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$83,000.00. All other terms and conditions remain the same.

**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

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(Continued)

Loan No: 60011953

Page 2

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 endorser 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 JUNE 30, 2006.**

GRANTOR:

HAMER GROUP, L.L.C.

By: 

Paul E. Hamer, Jr., Member/Manager of Hamer Group, L.L.C.

PAUL E. HAMER LIVING TRUST DATED NOVEMBER 10, 1998,  
Member/Manager of Hamer Group, L.L.C.

By: 

Paul E. Hamer, Jr., Designated Agent of Paul E. Hamer Living  
Trust dated November 10, 1998

LENDER:

HARRIS N.A.

x 

Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 60011953

Page 3

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

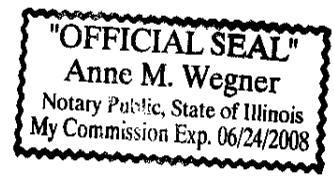
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 6TH day of JULY, 2006 before me, the undersigned Notary Public, personally appeared **Paul E. Hamer, Jr., Member/Manager of Hamer Group, L.L.C.; Paul E. Hamer, Jr., Designated Agent of Paul E. Hamer Living Trust dated November 10, 1998**, 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 Anne M. Wegner Residing at EUK GROVE

Notary Public in and for the State of ILLINOIS

My commission expires 06/24/2008



County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 60011953

Page 4

### LENDER ACKNOWLEDGMENT

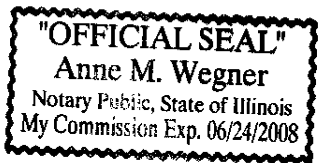
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 6TH day of JULY, 2006 before me, the undersigned Notary Public, personally appeared LOUIS P. DeMuro and known to me to be the 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 Anne M. Wegner Residing at ELK GROVE

Notary Public in and for the State of ILLINOIS

My commission expires 06/24/2008



Cook County Clerk's Office