

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

AmeriMark Bank  
5456 S. LaGrange Road  
Countryside, IL 60525



Doc#: 0631333056 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/09/2006 09:26 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

AmeriMark Bank  
5456 S. LaGrange Road  
Countryside, IL 60525

**SEND TAX NOTICES TO:**

AmeriMark Bank  
5456 S. LaGrange Road  
Countryside, IL 60525

**FOR RECORDER'S USE ONLY**

*Accommodation  
Recording*

*Chicago Title Insurance Co.*

**This Modification of Mortgage prepared by:**

Susan L. Skinner, Loan Administration  
AmeriMark Bank  
5456 S. LaGrange Road  
Countryside, IL 60525

*93584WL*

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 20, 2006, is made and executed between M.T.S. Properties, Inc., whose address is 671 Buckboard Drive, New Lenox, IL 60451 (referred to below as "Grantor") and AmeriMark Bank, whose address is 5456 S. LaGrange Road, Countryside, IL 60525 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 31, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded June 16, 2006 as Document Number 0616746113 and Modification of Mortgage dated August 4, 2006.

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

UNITS 2710 AND P-158, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 30 EAST HURON CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0405834042, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, 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 30 E. Huron St. Unit 2710 and P158, Chicago, IL 60111. The Real Property tax identification number is 17-10-104-030-0000.

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

This mortgage also secures a Promissory Note dated August 4, 2006, in the original principal amount of \$217,394.00 from Grantor to Lender, together with all renewal of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

This mortgage also secures a Promissory Note dated September 1, 2006 in the original principal amount of \$245,000.00 from Grantor to Lender, together with all renewal of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

NOV 20 2006

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**MODIFICATION OF MORTGAGE**  
 (Continued)

**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 SEPTEMBER 20, 2006.**

**GRANTOR:**

**M.T.S. PROPERTIES, INC.**

By: 

Brian Siemeck

By: 

Kathy Siemeck

**LENDER:**

**AMERIMARK BANK**

x 

Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

### CORPORATE ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Will )



On this 10th day of October, 2006 before me, the undersigned Notary Public, personally appeared **Brian Siemeck ; Kathy Siemeck, of M.T.S. Properties, Inc.**, and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Tia L Brown Residing at 13728 Coulter Pl, Plainfield

Notary Public in and for the State of IL

My commission expires 9-4-07

### LENDER ACKNOWLEDGMENT

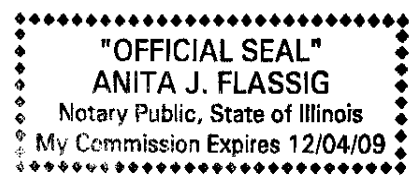
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF Will )

On this 10th day of OCTOBER, 2006 before me, the undersigned Notary Public, personally appeared MICHAEL L. VASSAR and known to me to be the COMM. LP 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 Anita J. Flagg Residing at 5456 S. LA GRANGE COUNTRYSIDE IL 60525

Notary Public in and for the State of ILLINOIS

My commission expires 12-4-09



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## MODIFICATION OF MORTGAGE

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