UNOFFICIAL COPY

FIFTH THIRD BANK

FIRST AMENDMENT TO MORTGAGE

PREPARED BY AND AFTER RECORDING MAIL TO:

Polsinelli Shalton Welte Suelthaus PC 180 N. Stetson Avenue, Suite 4525 Chicago, Illi. ois 60601 Attn: Anthony J. Nasharr



Doc#: 0633531054 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 12/01/2006 01:02 PM Pg: 1 of 4

This space reserved for Recorder's use only.

This <u>First Amendment to Mortgage</u> ("First Amendment") is dated as of <u>September 1</u>, <u>2006</u>, and is made between <u>PARCHELL LOVE</u>, an Illinois Limited Liability Company, whose address is <u>1906 South 7th Street. Maywood</u>, <u>Illinois 60153</u> ("Mortgagor") and **FIFTH THIRD BANK**, a Michigan banking corporation ("Mortgagee"), with an office located at 222 S. Riverside Plaza, Chicago, Illinois 600° o.

UNDEF ST ANDINGS

- 1. The Mortgagor executed a Mortgage, Security Agreement and Financing Statement in favor of the Mortgagee dated as of <u>March 21, 2005</u> and recorded <u>April 28, 2005</u>, as document number <u>0511849123</u> in the office of the County Recorder in and for Cook County, Illinois ("*Mortgage*"), encumbering the real estate describe in Exhibit A, attached hereto and made a part hereof.
- 2. The Mortgage secures the indebtedness, obligations and liabilities of Mortgagor pursuant to a Revolving Note in the original principal amount of Five Nundred Sixty Thousand and 00/100 (\$560,000.00), payable to Mortgagee and executed by Mortgagor ('Note").
- 3. The principal balance of the Note was due and payable on March 21, 2006, and has been extended by the Mortgagee through the present date. As of the date hereof, the outstanding principal balance due is \$591,848.34.
- 4. Mortgagor wishes to amend the terms of the Note and the Mortgage, and Mortgagee is willing to do so.

NOW, THEREFORE, in consideration of the Understandings as set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

1. The Maturity Date (as such term is defined in the Note) shall be changed from March 21, 2006 to March 31, 2011. All references in the Note and Mortgage to the phrase

RT

UNOFFICIAL COP

"March 21, 2006" are hereby deleted in their entirety and replaced with the phrase "March 31, 2011", and the phrase "Maturity Date" shall be amended to be defined as March 31, 2011.

- The principal amount of the Note secured by the Mortgage is reduced to \$476,000.00 and is evidenced by an Amended and Restated Promissory Note in said principal amount.
- In all other respects, unless specifically modified hereby, the Mortgage shall 3. remain unchanged and in full force and effect.

SIGNED AND DELIVERED IN Chicago, Illinois by the parties hereto as of the day and year written above.

MORTGAGOR

MORTGAGEE:

FIFTH THIRD BANK

Burchell Love

STATE OF ILLINOIS COUNTY OF COOK

Sold Colling Clarks Officer I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Burchell Love, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this

day of September, 2006.

MY COMMISSION EXPIRES:

0633531054 Page: 3 of 4

UNOFFICIAL COPY

STATE OF	ILLINOIS))SS
COUNTY OF	COOK	_)
HEREBY CERTIFIED THE THIRI appeared before authorized, significant terms of the control of the c	RTIFY that <u>To</u> DBANK, a Mi- ore me this dened and delive	Notary Public in and for the County and State aforesaid, DO NOKES, as ASSISTANT WEE PRESENT OF chigan banking corporation, subscribed to the foregoing instrument, ay in person and acknowledged to me that he/she being duly red said instruments as his/her free and voluntary act and as the free poration, for the uses and purposes therein set forth.
Given	under my hand	and Notarial Seal this <u>1914</u> day of September, 2006
	DOM.	Wludy Curin NOTARY PUBLIC
MY COMMISSION EXPIRES: 12/08/08		
		001
		OFFICIAL SEAL WENDY CURIN NOTARY PUBLIC - STATE OF ILLINOIS NY COMMISSION EXPIRES: 12/08/08
		C/C/T/S OFFICO

0633531054 Page: 4 of 4

UNOFFICIAL COPY

EXHIBIT A

FIRST AMENDMENT TO MORTGAGE

DATED AS OF MARCH 21, 2006 BETWEEN

BURCHELL LOVE

AND

FIFTH THIRD BANK

LEGAL DESCRIPTION

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING EAST OF THE WEST 42.25 FEET, SAIL TRACT BEING DESCRIBED AS THE SOUTH 20 FEET OF LOT 7 AND ALL OF LOTS 8, 9 AND 10 IN BLOCK 3 IN PARKER'S SUBDIVISION OF BLOCK 4 IN WILSON HEALD AND STEBBINGS SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO MAP OF SAID PARKER'S RDED MARCI.
INOIS.

20-15-309-033

222-236 East 61st Street, Chicago, Illinois 60627 SUBDIVISION RECORDED MARCH 13, 1874 DV BOOK 7 OF PLATS, PAGE 37, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. #:

Address: