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RECORDATION REQUESTED BY:
PRAIRIE BANK AND TRUST
COMPANY
BRIDGEVIEW LOCATION
7661 S. HARLEM AVE
BRIDGEVIEW, IL 60455

WHEN RECORDED MAIL TO:
PRAIRIE BANK AND TRUST
COMPANY
BRIDGEVIEW LOCATION
7661 S. HARLEM AVE
BRIDGEVIEW, IL 60455

SEND TAX NOTICES TO:
PRAIRIE BANK AND TRUST
COMPANY
BRIDGEVIEW LOCATION
7661 S. HARLEM AVE
BRIDGEVIEW, IL 60455



Doc#: 0704546021 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/14/2007 11:31 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
JAMIE GILBERT - cla #707241002
PRAIRIE BANK AND TRUST COMPANY
7661 S. HARLEM AVE
BRIDGEVIEW, IL 60455

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 18, 2006, is made and executed between Gem Partners, LLC, an Illinois limited liability company (referred to below as "Grantor") and PRAIRIE BANK AND TRUST COMPANY, whose address is 7661 S. HARLEM AVE, BRIDGEVIEW, IL 60455 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 18, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded December 20, 2002 as Document No. 0021414726

Modification of Mortgage recorded February 9, 2004 as Document No. 0404008054.

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

LOT 13 IN BLOCK 10 IN SURRYBROOK SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 21736 and 21738 Carol Ave., Sauk Village, IL 60411. The Real Property tax identification number is 32-25-116-045-1005 and 32-25-116-045-1006.

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

Rate Increase from 6.00% Fixed to 8.05% Fixed

Thirty-Five (35) monthly payments of principal and interest in the amount of \$933.13 commencing January

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18, 2007 and continuing on the same date of each month thereafter with a final payment of all outstanding principal and interest due and payable on December 18, 2009.

Grantor Name Change from Prairie Bank and Trust Company, not personally, but as Trustee under Trust Agreement dated February 19, 2002 and known as Trust Number 02-020 to Gem Partners, LLC.

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 DECEMBER 18, 2006.

GRANTOR:

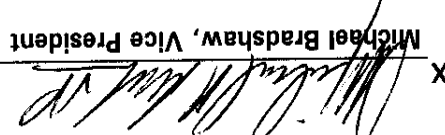
GEM PARTNERS, LLC

By:  William Kanatas, Member of Gem Partners, LLC

By:  John J. Matthews, Member of Gem Partners, LLC

LENDER:

PRAIRIE BANK AND TRUST COMPANY

X  Michael Bradshaw, Vice President

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 707241002

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL _____)

) SS

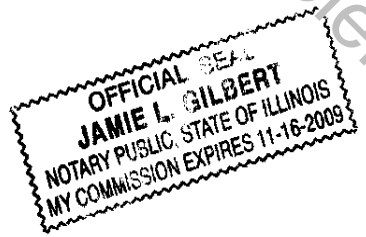
COUNTY OF COOK _____)

On this 17th day of January, 2007 before me, the undersigned Notary Public, personally appeared **William Kanatas, Member; John T. Matthews, Member of Gem Partners, LLC**, 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 Jamie L. Gilbert Residing at _____

Notary Public in and for the State of IL

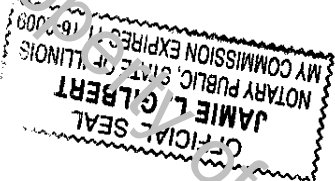
My commission expires 11-16-09



Cook County Clerk's Office

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Protonotary Cook County, Illinois



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My commission expires 11-16-09

Notary Public in and for the State of IL

By Jamie Gilbert Residing at _____

On this 17th day of COOK County of COOK State of IL

Public, personally appeared Michael E. Bradburn and known to me to be the 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.

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.

LENDER ACKNOWLEDGMENT