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RECORDATION REQUESTED BY:

ILLINOIS STATE BANK, a
division of North Shore Bank
FSB
LAKE IN THE HILLS OFFICE
1301 PYOTT RD
LAKE IN THE HILLS, IL
60156

Doc#: 0705755096 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/26/2007 12:14 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

ILLINOIS STATE BANK, a
division of North Shore Bank
FSB
LAKE IN THE HILLS OFFICE
1301 PYOTT RD
LAKE IN THE HILLS, IL
60156

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Dawn
ILLINOIS STATE BANK, a division of North Shore Bank FSB
1301 PYOTT RD
LAKE IN THE HILLS, IL 60156

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 16, 2006, is made and executed between NORTH WASHTENAW, LLC, whose address is 2431 Chadwick, Mundelein, IL 60060 (referred to below as "Grantor") and ILLINOIS STATE BANK, a division of North Shore Bank FSB, whose address is 1301 PYOTT RD, LAKE IN THE HILLS, IL 60156 (referred to below as "Lender").

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

Recorded September 9, 2004 in Cook County as Document #0425334036 .

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

LOT 42 AND THE SOUTH 8 1/3 FEET OF LOT 43 IN BLOCK 7 IN HARVEY M. THOMPSON'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, 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 1443 N. Washtenaw , Chicago, IL 60612. The Real Property tax identification number is 16-01-210-006

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

Principal increase from \$1,000,000 to \$1,480,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

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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 AUGUST 16, 2006.

GRANTOR:

NORTH WASHTENAW, LLC

By: 

Donald L. Miller, Manager of NORTH WASHTENAW, LLC

By: 

Heriberto Diaz, Manager of NORTH WASHTENAW, LLC

LENDER:

ILLINOIS STATE BANK, A DIVISION OF NORTH SHORE BANK FSB

x 

Authorized Signer

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MODIFICATION OF MORTGAGE

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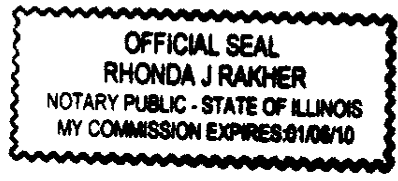
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF McHenry)

On this 16th day of August, 2006 before me, the undersigned Notary Public, personally appeared **Donald L. Miller, Manager; Heriberto Diaz, Manager of NORTH WASHTENAW, 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 Rhonda J. Rakher Residing at CRYSTAL LAKE
 Notary Public in and for the State of Illinois

My commission expires 01-06-10



Notary of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF McHenry)

On this 10th day of August, 2006 before me, the undersigned Notary Public, personally appeared Kurt P. Parker 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 Rhonda J. Rakher Residing at Crystal Lake
 Notary Public in and for the State of Illinois

My commission expires 01-06-10



Notary of Cook County Clerk's Office