

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Founders Bank  
Homer Township Branch  
14102 S. Bell Road  
Homer Glen, IL 60491



Doc#: 0721456137 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/02/2007 11:39 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Founders Bank  
Homer Township Branch  
14102 S. Bell Road  
Homer Glen, IL 60491

**SEND TAX NOTICES TO:**

BNC Builders, Inc.  
1000 N. Milwaukee, #200  
Chicago, IL 60622

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

E. Gaytan  
Founders Bank  
14102 S. Bell Road  
Homer Glen, IL 60491

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated May 11, 2007, is made and executed between BNC Builders, Inc, whose address is 1000 N. Milwaukee, #200, Chicago, IL 60622 (referred to below as "Grantor") and Founders Bank, whose address is 14102 S. Bell Road, Homer Glen, IL 60491 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 30, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 5/7/2007 in the Office of the Cook County Recorder as Document No. 0712735286.

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

LOT 11 IN THE SUBDIVISION OF LOTS 4, 5, 8, 9 AND 10 IN BLCOK 32 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1859 West Armitage Avenue, Chicago, IL 60622. The Real Property tax identification number is 14-31-402-001-0000.

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

**The Principal is increased to \$1,020,000.00.**

**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

40.00

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## MODIFICATION OF MORTGAGE

(Continued)

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 MAY 11, 2007.**


GRANTOR:

BNC BUILDERS, INC

By:   
Brian A. Finger, President of BNC Builders, Inc

LENDER:

FOUNDERS BANK

x   
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

### CORPORATE ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF Grundy ) SS  
 )

On this 11<sup>th</sup> day of May, 2007 before me, the undersigned Notary Public, personally appeared **Brian A. Finger, President of BNC Builders, Inc**, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Christine M Bambuch  
 Notary Public in and for the State of IL

Residing at \_\_\_\_\_



My commission expires \_\_\_\_\_

County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF DeWitt ) SS  
 )

On this 11<sup>th</sup> day of May, 2007 before me, the undersigned Notary Public, personally appeared Daniel G. Michalski and known to me to be the V.P. 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 Christine M. Bambuch

Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires \_\_\_\_\_



DeWitt County Clerk's Office