

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Bridgeview Bank Group  
7940 S. Harlem Ave.  
Bridgeview, IL 60455



Doc#: 0724205177 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/30/2007 12:29 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

Bridgeview Bank Group  
ATTN: Loan Operations  
4753 N Broadway  
Chicago, IL 60640

**SEND TAX NOTICES TO:**

Bridgeview Bank Group  
ATTN: Loan Operations  
4753 N Broadway  
Chicago, IL 60640

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Lender  
Bridgeview Bank Group  
4753 N. Broadway  
Chicago, IL 60640

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 3, 2007, is made and executed between Diesel Industry, LLC, an Illinois Limited Liability Company, whose address is 5514 S. Archer Avenue, Chicago, IL 60638 (referred to below as "Grantor") and Bridgeview Bank Group, whose address is 7940 S. Harlem Ave., Bridgeview, IL 60455 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 4, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded May 5, 2006 as Document Numbers 0612545038 and 0612545039; respectively.

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

PARCEL 1: THE WEST 2/3RDS OF LOT 2 IN RIDGEWOOD HOMES SUBDIVISION NUMBER 2, A SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF COOK COUNTY, ILLINOIS ON DECEMBER 21, 1955 AS DOCUMENT NUMBER 1641268, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6852 West 111th Place, Worth, IL 60482. The Real Property tax identification number is 24-19-107-027.

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

The purpose of this Modification of Mortgage is to: Increase the principal amount secured from \$1,092,000.00 to \$1,310,000.00; Increase the maximum lien amount from \$2,184,000.00 to \$2,620,000.00 as evidenced by Promissory Note dated April 3, 2007. All other terms and conditions of the original Mortgage shall remain in full force and effect.

50B

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

Loan No: 615793700-11602

(Continued)

Page 2

**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.

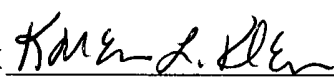
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 3, 2007.**

**GRANTOR:****DIESEL INDUSTRY, LLC**By: 

John Marusarz, Member of Diesel Industry, LLC

By: 

Jan Bukowski, Member of Diesel Industry, LLC

**LENDER:****BRIDGEVIEW BANK GROUP**x 

Authorized Signer

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: 615793700-11602

(Continued)

Page 3

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

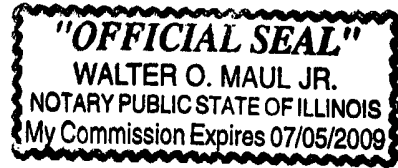
STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 30<sup>th</sup> day of May, 2007 before me, the undersigned Notary Public, personally appeared John Marusarz, Member of Diesel Industry, LLC and Jan Bukowski, Member of Diesel Industry, 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 Walter O. Maul, Jr. Residing at Budgeman

Notary Public in and for the State of Illinois

My commission expires 7-5-09



Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: 615793700-11602

(Continued)

Page 4

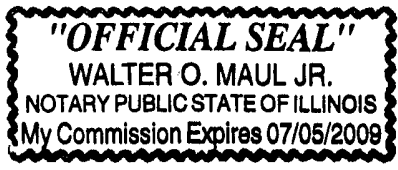
### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 30<sup>th</sup> day of May 2007 before me, the undersigned Notary Public, personally appeared Karen L. Klein and known to me to be the Commercial Closing 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 Walter O. Maul Jr. Residing at Bridgeway  
 Notary Public in and for the State of Illinois

My commission expires 7-5-09



Cook County Clerk's Office

# ALTA LOAN AND EXTENDED COVERAGE POLICY STATEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,310,000.00	04-03-2007	12-05-2007	***	01DO / 80	00000167790	1559	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Grantor:** Jan Bukowski (SSN: 360-74-6633)  
Zofia Bukowski  
7652 W. 105th Street  
Palos Hills, IL 60465

**Lender:** Bridgeview Bank Group  
7940 S. Harlem Ave.  
Bridgeview, IL 60455

POLICY COMMITMENT NUMBER: \_\_\_\_\_

LOAN NUMBER: 615793700-11602

With respect to the land described in the above commitment number, the signatories herein make the following statements for the purpose of inducing the following named title insurance company to issue the subject title policies:

Name of Title Insurance Company: \_\_\_\_\_

### Statement Of Seller(s)

The seller(s) certify that for the past two years no building permit has issued nor have any improvements to the subject land been made which could result in an increase in the assessed tax valuation of the subject land.

### Statement of Seller(s) and Mortgagor(s)

The seller(s) and mortgagor(s) certify that, to the best of their knowledge and belief, no contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have or are to become attached to the land or any improvements thereof as fixtures, have been given or are outstanding that have not been fully performed and satisfied; and that no unrecorded leases to which the land may be subject are for more than a three-year term or contain an option to purchase, right of renewal or other unusual provisions except as follows (if none, state "none"; use reverse side if necessary):

### Statement Of Mortgagor(s)

The mortgagor(s) certifies that the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

Date: \_\_\_\_\_

#### Individual Seller(s)

\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)

#### Individual Mortgagor(s)

*Jan Bukowski*  
\_\_\_\_\_  
(Seal)  
*Zofia Bukowski*  
\_\_\_\_\_  
(Seal)

#### Corporate Seller(s)

#### Corporate Mortgagor(s)

IN WITNESS WHEREOF \_\_\_\_\_ has caused these presents to be signed by its \_\_\_\_\_ President and attested by its \_\_\_\_\_ Secretary under its corporate seal on the above date.

IN WITNESS WHEREOF \_\_\_\_\_ has caused these presents to be signed by its \_\_\_\_\_ President and attested by its \_\_\_\_\_ Secretary under its corporate seal on the above date.

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Secretary

ATTEST: \_\_\_\_\_  
Secretary

### Lender's Disbursement Statement

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment number were fully disbursed to or on the order of the mortgagor on 4-3-07; and, to the best knowledge and belief of the undersigned, the proceeds are not to be used to finance the making of future improvements or repairs on the land.

Date: 6-5-07

Signature: *Joanne Menzel*