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Doc#: 0726015060 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/17/2007 11:36 AM Pg: 1 of 5

Record and Return to:
Omni National Bank
Six Concourse Parkway,
Suite 2300
Atlanta, Georgia 30328

Document # 0618604059
Cook County Recorder of Deeds
Recorded July 5th, 2006

MODIFICATION AGREEMENT

STATE OF ILLINOIS
COUNTY OF COOK

THIS MODIFICATION AGREEMENT is made and entered into this 30 day of April, 2007 by and between **Omni National Bank**, a National Banking Association, whose address is Six Concourse Parkway, Suite 2300, Atlanta, Georgia 30328 (hereinafter referred to as "Lender") and **Broad Street Development, LLC.**, whose address is 999 N. Main St., Glen Ellyn, IL 60137 (hereinafter referred to as "Borrower").

WITNESSETH:

WHEREAS, Borrower executed and delivered to the Lender a Promissory Note in the original principal amount of One Hundred Four Thousand Dollars (\$104,000.00) dated June 28, 2006 with a April 1, 2007 maturity date; and

WHEREAS, Borrower executed and delivered to the Lender a Mortgage dated February 21, 2006 securing the property known as 11931 South Yale Ave, Chicago, IL 60628 recorded in the Cook County Recorder of Deeds at Document 0618604059; and

WHEREAS, the parties have agreed to modify the terms and conditions of the Promissory Note and the Mortgage in accordance with the terms and conditions as hereinafter set forth:

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein, the parties hereto agree to be legally bound as follows:

PROMISSORY NOTE

1. Borrower agrees that the unpaid principal balance of said indebtedness as of the date hereof is **\$85,473.35**, exclusive of any late fees and/or accrued interest.
2. **The interest rate is Omni National Bank Prime Rate + 1% floating and will remain Omni National Bank Prime Rate + 1% floating.**

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3. The final payment of the entire indebtedness evidenced by said Note, plus any additional costs outstanding on said loan, if not sooner paid, shall be due and payable on **October 1, 2007**. If on **October 1, 2007**, Borrower still owes amounts under this Note, Borrower will pay those amounts in full on that date, which is called the "maturity date."
4. In exchange for this modification, the borrower agrees to pay a modification fee of (\$750).

MORTGAGE

The Mortgage will be amended and modified **changing the maturity date to October 1, 2007**.

The Promissory Note, Mortgage and other loan documents are hereby modified to reflect the above changes. All other terms, conditions and warranties contained within the Promissory Note, Mortgage and other documents executed in connection therewith shall remain in full force and effect in exact accordance with the terms thereof, except where herein modified.

The parties acknowledge and agree that this shall not constitute a novation of the obligations and liabilities of any of the documents executed in connection therewith or a release of any collateral or security therefore or a waiver of any rights or remedies of the Lender there under, such rights being specifically reserved by the Lender. Borrower hereby ratifies, confirms and acknowledges each warranty and obligation of the Borrower contained in the Promissory Note, Mortgage and other documents, and in consideration of the changes by the Lender, Borrower both for himself and his heirs, representatives and assigns, waives any defenses that he may have, whether known or unknown, to the enforcement by the Lender of all obligations of the Borrower contained in all the documents now in force or executed simultaneously herewith.

[INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Lender and Borrower have signed and sealed this Agreement as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

Robert Hayes
Unofficial Witness

LENDER:

Omni National Bank

[Signature] u.p. [Seal]
By: James R. Bogard
Its: Vice President

Signed, sealed and delivered
in the presence of:

Francis A. Muscato
Unofficial Witness

BORROWER:

Broad Street Development Association

[Signature]
BANK SEAL
OMNI NATIONAL BANK
BROAD STREET DEVELOPMENT ASSOCIATION

Property of Cook County Clerk's Office

[INTENTIONALLY LEFT BLANK-ACKNOWLEDMENT PAGE FOLLOWS]

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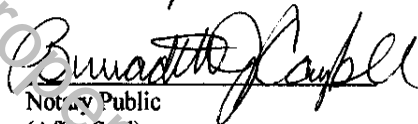
LENDER'S ACKNOWLEDGEMENT

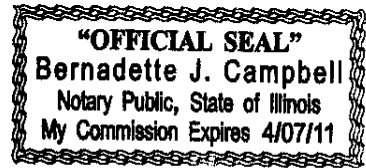
STATE OF ILLINOIS

COUNTY OF COOK

The foregoing Agreement was acknowledged before me this 30th day of April, 2007 by James R. Bogard, who stated that he did execute such Agreement by authority and on behalf of Omni National Bank.

Sworn and subscribed before me this 30th day of April, 2007


Notary Public
(Affix Seal)



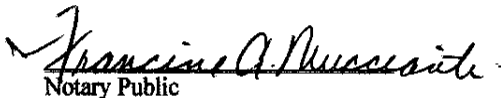
BORROWER'S ACKNOWLEDGEMENT

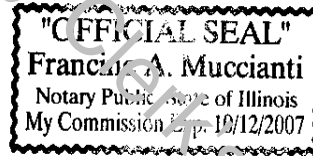
STATE OF ILLINOIS

COUNTY OF COOK

The foregoing Agreement was acknowledged before me this 30th day of April, 2007 by DANN DUFE, who stated that he did execute such Modification Agreement.

Sworn and subscribed before me this 30th day of April, 2007


Notary Public
(Affix Seal)



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THE NORTH ½ OF LOT 35 AND ALL OF LOT 36 IN BLOCK 1 IN WEST PULLMAN, A SUBDIVISION OF THE NORTHWEST ¼ AND THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 1891, AS DOCUMENT 1590967, IN COOK COUNTY, ILLINOIS.

Property Index Number: 25-28-203-015-0000

Address: 11931 S. Yale Avenue
Chicago, IL 60628

Property of Cook County Clerk's Office