## UNOFFICIAL COF

RECORDATION REQUESTED BY: **COLE TAYLOR BANK COMMERCIAL BANKING** GROUP 9550 W. HIGGINS ROAD, 8TH FLOOR ROSEMONT, IL 60018

Doc#: 0727042175 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/27/2007 02:20 PM Pg: 1 of 4

WHEN RECORDED MAIL TO: **Cole Taylor Bank** Loan Services P.O. Box 88452 - Dept A Chicago , IL 60680-8452

SEND TAX NOTICES TO: **ARS A Development Company** 421 Fast Orchard Ar .. qti n Heights, IL 60005

FOR RECORDER'S USE ONLY

This Modifice on of Mortgage prepared by: COLE TAY .CP BANK COLE TAYLOR BETIK P.O. BOX 8845% - DEPT. A CHICAGO, IL 6000

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE (at a October 25, 2006, is made and executed between ARS A Development Company (referred to below at "0 arxior") and COLE TAYLOR BANK, whose address is 9550 W. HIGGINS ROAD, 8TH FLOOR, ROSEMONT, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Nortgage dated October 25, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded November 9, 2004 in the Cook County Records Office as Document Number 0431420167 and an Assignment of Rents dated October 25, 2004 and revorted November 9, 2004 in the Cook County Recorder's Office as Document Number 0431420168.

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

THE SOUTH 48 FEET OF THE NORTH 73 FEET OF LOT 5 IN FLENTIES SUPPLYISION OF THE SOUTH 530 FEET OF THE WEST 5.20 CHAINS OF THE EAST 15 ACRES OF THE NORTH OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 218 South Evergreen, Arlington Feights, IL 60005. The Real Property tex identification number is 03-32-102-030.

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

The principal balence of the Promissory Note secured by the aforesaid Mortgage has been increased the date of this Modification of Mortgage from \$220,000.00 to \$250,000.00. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$300,000.00.

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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 OCTOBER 25. 200€.

GRANTOR:

RS A Development Company

ner, Secretary of ARS A D velopment Company County Clark's Office

LENDER:

**COLE TAYLOR BANK** 

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CORPORATE ACKNOWLEDGMENT	
COUNTY OF COUK	)
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COUNTY OF LOOK	_ )
Public, personally appeared Dina M. Skinner, Presi Company, and known to me to be authorized a Mortgage and acknowledged the Modification to lauthority of its Bylaws or by resolution of its boa	before me, the undersigned Notary ident and Adam R. Skinner, Secretary of ARS A Development agents of the corporation that executed the Modification of be the free and voluntary act and deed of the corporation, by and of directors, for the uses and purposes therein mentioned, secute this Modification and in fact executed the Modification
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lotary Public in ar o or the State of	Landan Market Control of Control
fly commission expires	NOTARY AND STATE OF ILLINOIS My Com of Jun Supres 03/21/2010
#36 Port (i.e., see, see NOTATION RESERVED OF POST OF My Commission and See 20 y	ILLINOIS (2)/2010
	750

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(Continued) Loan No: 0001 Page 4 LENDER ACKNOWLEDGMENT ILLINOIS ) ) SS COUNTY OF ) On this before me, the undersigned Notary Public, personally appeared Preprident, authority, authority and known to me to be the Vice , 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 Lerwy through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stand that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender. Residing at Notary Public in and for the State of My commission expires MMRAA, SAERZ NOTATOUR JOSTATO OF ILLINOIS "OFFICIAL SEAL" Му Сотть от тыте 03/21/2010 NOTARY PUBLIC My Commission ... County Clark's Office