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**RECORDATION REQUESTED BY:** 

Bridgeview Bank Group 7940 S. Harlem Ave. Bridgeview, IL 60455 Doc#: 0730339100 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 10/30/2007 09:50 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage or spared by:
Bridgeview Bank Group
4753 N. Broadway
Chicago, IL 60640

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 24, 2007, is made and executed between 1957 W. Dickens, Inc., an Illinois Corporation, whose address is 70 Image Investments 2035 N Western, Chicago, IL 60647 (referred to below as "Grantor") and Bridgeview bark 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 cated December 5, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded on December 6, 2005 as Document Number 05340 45058.

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

LOT 21 IN BLOCK 40 IN SHEFFIELDS ADDITION TO CHICAGO IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, 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 1957 W. Dickens, Chicago, IL 50614. The Real Property tax identification number is 14-31-213-002-0000.

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

Increase the principal amount secured from \$4,907,148.00 to \$4,966,633.22; Increase the maximum lien amount from \$9,814,296.00 to \$9,933,266.44 as evidenced by Promissory Note dated September 24, 2007. All other terms and conditions of the original Mortgage shall remain in full force and effect.

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

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#### **MODIFICATION OF MORTGAGE** (Continued)

Loan No: 615995800-11601

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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 SEPTEMBER 24, 2007.

**GRANTOR:** 

1957 W. DICKENS, JNC

By:

Jicke.

Out County Clark's Office Edward H. Gobbo, President of 195/ W. Dickens, Inc.

LENDER:

**BRIDGEVIEW BANK GROUP** 

Authorized Signet

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MODIFICATION OF MORTGAGE (Continued)

Page 3 Loan No: 615995800-11601 CORPORATE ACKNOWLEDGMENT STATE OF TIMES ) ) SS **COUNTY OF** before me, the undersigned Notary On this Public, personally appeared Edward H. Gobbo, President of 1957 W. Dickens, 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. Residing at 1970 N. Halstyd Notary Public in and for the State of 90-FG-1 My commission expires \_ NOTARY PUBLIC STATE OF ILLINOIS Commission Expires 01/27/2008 Clart's Office

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MODIFICATION OF MORTGAGE (Continued)

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NOTARY MY CONTIN	vithin and foregoing instrument and d of Bridgeview Bank Group, duly nerwise, for the uses and purposes ute this said instrument and in fact  FICIAL SEAL"  MBERLY SIEPKA  PUBLIC STATE OF ILLINOIS  Inission Expires 01/27/2008
	Organia de la companya della companya della companya de la companya de la companya della company
	SINDER ACKNOWLEDGMENT    SS     SS