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Doc#: 0733856013 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 12/04/2007 10:01 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
AMCORE BANK N.A.
Loan Operations
P.O. Box 1957
Rockford, IL 61110-0457

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Julie Hill, Commercial Doc Prop
AMCORE BANK, N.A.
501 Seventh Street
Rockford, IL 61110

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 9, 2007, is made and executed between Wicker Park Properties, Inc., whose address is 1000 N. Milwaukee Avenue, Suite 200, Chicago, IL 60622 (referred to below as "Grantor") and AMCORE BANK, N.A., whose address is 501 Seventh Street, P.O. Box 1537, Rockford, IL 61110 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 27, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded July 28, 2006 as Document No. 0620939019.

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

LOTS 18, 19, 20 AND 21 IN BLOCK 15 IN D. S. LEE'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2145-53 W. Evergreen Avenue, Chicago, IL 60622. The Real Property tax identification number is 17-06-120-003-0000 Affecting Lot 21; 17-06-120-004-0000 Affecting Lot 20; 17-06-120-005-0000 Affecting Lot 19; 17-06-120-006-0000 Affecting Lot 18.

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

Increase maximum obligation to \$4,960,000.00.

**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

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#### MODIFICATION OF MORTGAGE

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(Continued)

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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 NOVEMBER 9, 2007.

**GRANTOR:** 

WICKER PARK PROPERTIES, INC.

Stary Ochnic Clarks Office Krzysztof Karbowski, President & Secretary of Wicker Park

Properties, Inc.

LENDER:

AMCORE BANK, N.A.

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#### MODIFICATION OF MORTGAGE

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CORPORATE ACKNOWLEDGMENT	
STATE OF	)
COUNTY OF	) <b>SS</b> 
Public, personally appeared Krzysztof Karbowski, known to me to be an authorized agent of the acknowledged the Modification to be the free and Bylaws or by resolution of its board of directors,	President & Secretary of Wicker Park Properties, Inc., and corporation that executed the Modification of Mortgage and voluntary act and deed of the corporation, by authority of its, for the uses and purposes therein mentioned, and on oath Modification and in fact executed the Modification on behalf  Residing at  OFFICIAL SEAL ANETA KORZEC NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 11/16/09
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#### **MODIFICATION OF MORTGAGE**

(Continued) Page 4 Loan No: 58759005875909 LENDER ACKNOWLEDGMENT STATE OF ILLINOIS COUNTY OF MCHENRY ) SS )  $\lambda$ ,  $\lambda$ Public, personally appeared STEVE MARABA and known to me to be the SENIOR VICE PRESIDENT, a chorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instruct at 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. Residing at My commission expires \_ 

LASER PRO Lending, Ver. 5.36.00.004 Copr. Harland Financial Solo