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Doc#: 0804605151 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/15/2008 12:14 PM Pg: 1 of 4

110389-1

WHEN RECORDED MAIL TO:
American Chartered Bank
955 National Parkway
Suite 60
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
American Chartered Bank
1199 E. Higgins Road
Schaumburg, IL 60173

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 4, 2008, is made and executed between Oracle Holdings, LLC (referred to below as "Grantor") and American Chartered Bank, whose address is 1199 East Higgins Road, Schaumburg, IL 60173 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 29, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on April 15, 2005 as Document #0510504052 in the Cook County Recorder's Office.

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

PARCEL 1:

LOT 237 IN CENTEX INDUSTRIAL PARK UNIT 126, BEING A SUBDIVISION IN SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED OCTOBER 29, 1969 AS DOCUMENT NUMBER 20999217, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

THE WEST 75.00 FEET OF THE NORTH 313.45 FEET OF LOT 2 IN IBT CENTEX INDUSTRIAL PARK RESUBDIVISION, BEING A RESUBDIVISION OF LOT 384 IN CENTEX INDUSTRIAL PARK, UNIT 232, BEING A SUBDIVISION IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1555 Landmeier Road, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-27-402-024-0000 & 08-27-402-066-0000.

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

This Modification of Mortgage reflects the following:

- (1) An increase in the principal amount of indebtedness secured by the Mortgage to **\$1,600,000.00**;

BOX 441

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 10080301

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(2) 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 **\$1,600,000.00**.

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 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 FEBRUARY 4, 2008.

GRANTOR:

ORACLE HOLDINGS, LLC

By: _____

James C. Bennett, Manager of Oracle Holdings, LLC

LENDER:

AMERICAN CHARTERED BANK

X _____

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 10060301

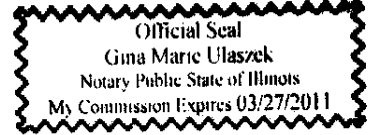
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Kane

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On this 14th day of February, 2008 before me, the undersigned Notary Public, personally appeared **James C. Bennett, Manager of Oracle Holdings, LLC**, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Gina Marie Ulaszek Residing at Geneva, IL

Notary Public in and for the State of IL

My commission expires 3/27/2011

COOK County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

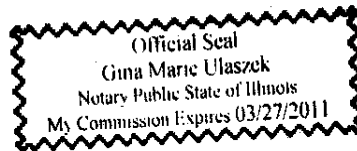
Loan No: 10080301

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LENDER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Kane



On this 14th day of February, 2008 before me, the undersigned Notary Public, personally appeared Garnick Nielsen and known to me to be the SVP, authorized agent for American Chartered Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of American Chartered Bank, duly authorized by American Chartered Bank 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 in fact executed this said instrument on behalf of American Chartered Bank.

By Gina Marie Ulaszek Residing at Geneva, IL

Notary Public in and for the State of IL

My commission expires 3/27/11

Kane County Clerk's Office