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RECORDATION REQUESTED BY:

Heritage Community Bank
17926 S. Halsted 2nd Floor
Homewood, IL 60430



Doc#: 0809957020 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/08/2008 03:22 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Heritage Community Bank
17926 S. Halsted 2nd Floor
Homewood, IL 60430

SEND TAX NOTICES TO:

Wabash to Michigan on
Pershing Road, LLC
3933 S. Wells, Unit #1
Chicago, IL 60609

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Heritage Community Bank
17926 S. Halsted 2nd Floor
Homewood, IL 60430

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 14, 2008, is made and executed between Wabash to Michigan on Pershing Road, LLC, an Illinois Limited Liability Company, whose address is 3933 S. Wells, Unit #1, Chicago, IL 60609 (referred to below as "Grantor") and Heritage Community Bank, whose address is 17926 S. Halsted 2nd Floor, Homewood, IL 60430 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 2, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded on November 19, 2007 as document number 0732342040.

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

PARCEL 1:

THE EAST 31 FEET OF THE WEST 155.0 FEET OF THE SOUTH 97 FEET OF BLOCK 2 IN PAGE'S SUBDIVISION OF THE SOUTH 10 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 17 FEET DEDICATED FOR AN ALLEY) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 31 FEET OF THE WEST 186 FEET OF THE SOUTH 97 FEET OF BLOCK 2 IN PAGE'S SUBDIVISION OF THE SOUTH 10 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 17 FEET DEDICATED FOR AN ALLEY) IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 28.80 FEET OF THE EAST 183.30 FEET OF THE SOUTH 97 FEET OF BLOCK 2 IN PAGE'S SUBDIVISION OF THE SOUTH 10 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 17 FEET DEDICATED FOR AN ALLEY) IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

(Continued)

Loan No: 8001493

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The Real Property or its address is commonly known as 58, 62, and 66 East Pershing Rd., Chicago, IL 60653. The Real Property tax identification number is 17-34-322-049-0000.

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

1) The Grantor hereby acknowledges an additional advance in the amount of \$30,000.00. 2) In addition to the Note described in the Mortgage, this Mortgage secures the following additional indebtedness: a Promissory Note dated September 13, 2006 in the original principal amount of \$470,000.00, from Wabash to Michigan on Pershing Road, LLC to Lender, including all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for this Promissory Note. An Event of Default under the Promissory Note described in the section entitled Note in the Mortgage, shall be considered an Event of Default under the Promissory Note described above.

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 MARCH 14, 2008.

GRANTOR:

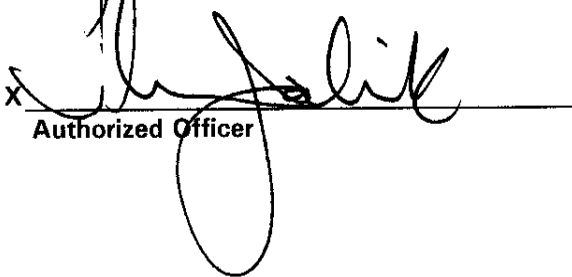
WABASH TO MICHIGAN ON PERSHING ROAD, LLC

By: 

John E. Martin, Manager of Wabash to Michigan on Pershing Road, LLC

LENDER:

HERITAGE COMMUNITY BANK


Authorized Officer

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MODIFICATION OF MORTGAGE

Loan No: 8001493

(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook)

) SS

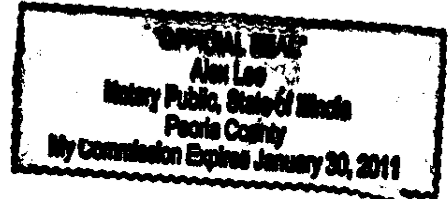
On this 18th day of March, 2008 before me, the undersigned Notary Public, personally appeared **John E. Martin, Manager of Wabash to Michigan on Pershing Road, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged 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 [Signature]

Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires Jan 30, 2011



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

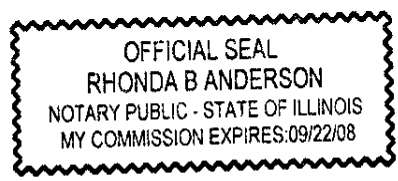
COUNTY OF Cook) SS

On this 20th day of March, 2008 before me, the undersigned Notary Public, personally appeared James Jelenc and known to me to be the Vice President, authorized agent for **Heritage Community Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Heritage Community Bank**, duly authorized by **Heritage Community 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 **Heritage Community Bank**.

By Rhonda B. Anderson Residing at Homewood

Notary Public in and for the State of Illinois

My commission expires 09-22-08



County Clerk's Office