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RECORDATION REQUESTED BY:

Allegiance Community Bank 8001 W. 183rd Street Tinley Park, IL 60487

WHEN RECORDED MAIL TO:

Allegiance Community Bank 8001 W. 183rd Street Tinley Park, IL 60487



Doc#: 0813647015 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 05/15/2008 08:58 AM Pg: 1 of 3

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
LUS CHAVEZ
Allegiance Community Bank
8001 W. 183rd Street
Tinley Park, IL 60477

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 21, 2007, is made and executed between APL DEVELOPMENT, INC., an Illinois Corporation (referred to below as "Grantor") and Allegiance Community Bank, whose address is 8001 W. 183rd Street, Tinley Park, IL 60/87 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 21, 2006 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED JUNE 28, 2006 AS DOCUMENT NO. 0617943339 W THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS OFFICE.

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

LOT 18 IN BLOCK 2 IN LOEB AND HARRIS SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, (SV.) SHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4447 S. UNION AVE., CHICAGO, 12 60609. The Real Property tax identification number is 20-04-313-019-0000.

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

THE ORIGINAL PROMISSORY NOTE DATED JUNE 21, 2006 WITH A MATURITY DATE OF JUNE 21, 2007 IN THE ORIGINAL AMOUNT OF \$235,000.00 FROM APL DEVELOPMENT CO. INC., TO ALLEGIANCE COMMUNITY BANK WAS PREVIOUSLY MODIFIED ON SEPTEMBER 26, 2006 TO INCREASE THE PRINCIPAL LOAN AMOUNT FROM \$235,000.00 TO \$270,000.00 AND MODIFIED TO EXTEND THE MATURITY DATE DECEMBER 21, 2007 AND IS NOW FURTHER MODIFIED TO EXTEND THE MATURITY DATE TO MARCH 21, 2008.

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

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Loan No: 11802251

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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 DECEMBER 21, 2007.

GRANTOR:

APL DEVELOPMENT CO, INC.

LACOCO, President of APL DEVELOPMENT CO. County Clork's Office

INC.

LENDER:

ALLEGIANCE COMMUNITY BANK

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OFFICIAL CC MODIFICATION OF MORTGAGE

(Continued) Loan No: 11802251 Page 4 LENDER ACKNOWLEDGMENT STATE OF Thingis) SS COUNTY OF COOK 21 day of <u>Jocember</u>, <u>2007</u> before me, the undersigned Notary Public, personally appeared MACILY CACISSO and known to me to be the AVP _____, authorized agent for Allegiance Community Bank that executed the within and foregoing instrument and acknowledged said incurment to be the free and voluntary act and deed of Allegiance Community Bank, duly authorized by Allegiance 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 Allegiance Community Bank. By Residing at Notary Public in and for the State of OFFICIAL SEAL LUS E CHAVEZ NOTARY PUBLIC - STATE OF ILLINOIS My commission expires MY COMMISSION EXPIRES:03/24/10 LENDER ACKNOWLEDGMENT STATE OF ____llino COUNTY OF COOK ___, authorized agent for Allegiance Community Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Allegiance Community Bank, duly authorized by Allegiance 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 Allegiance Community Bank. Residing at Notary Public in and for the State of Ilinois My commission expires _____3|24|10 OFFICIAL SEAL LUS E CHAVEZ NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/24/10

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