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Doc#: 0816342010 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/11/2008 08:57 AM Pg: 1 of 5

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

FOR RECORDER'S USE ONLY

f3632282a
This Modification of Mortgage prepared by:
American Chartered Bank
1199 E. Higgins Road
Schaumburg, IL 60173

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 2, 2008, is made and executed between 200 Pershing, 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 November 2, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on November 14, 2006 as Document #0631842030 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:

THE WEST 31.00 FEET OF THE EAST 93 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.

The Real Property or its address is commonly known as 74 East Pershing Road, Chicago, IL 60653. The Real Property tax identification number is 17-34-322-045-0000 & 17-34-322-050-0000.

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 **\$484,000.00**
- (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 **\$484,000.00**.

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

BOX 333-CTI

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 15092401

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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 MAY 2, 2008.

GRANTOR:

200 PERSHING, LLC

WASDAR CONSTRUCTION, INC., Manager of 200 Pershing, LLC

By: *Waldemar Szerpak*
Waldemar Szerpak, President of Wasdar Construction, Inc.

By: *Dariusz Szeszowski*
Dariusz Szeszowski, Secretary of Wasdar Construction, Inc.

LENDER:

AMERICAN CHARTERED BANK

X _____
Authorized Signer

Signed before me
[Signature] 5/12/08



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 15092401

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 12 day of May, 2008 before me, the undersigned Notary Public, personally appeared Waldemar Czerpak, President of Wasdar Construction, Inc., Manager of 200 Pershing, LLC and Dariusz Szeszowicki, Secretary of Wasdar Construction, Inc., Manager of 200 Pershing, LLC, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Waldemar Czerpak Residing at _____

Notary Public in and for the State of IL

My commission expires 5/29/2011




Notary Public's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 15092401

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 2, 2008.

GRANTOR:

200 PERSHING, LLC

WASDAR CONSTRUCTION, INC., Manager of 200 Pershing, LLC

By: *Waldemar Czerpak*
Waldemar Czerpak, President of Wasdar Construction, Inc.

By: *Dariusz Szestowicki*
Dariusz Szestowicki, Secretary of Wasdar Construction, Inc.

LENDER:

AMERICAN CHARTERED BANK

x *Jerry M*
Authorized Signer

Signal before me
[Signature]
8/15/08



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 15092401

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LENDER ACKNOWLEDGMENT

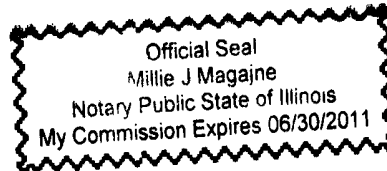
STATE OF IL)
 COUNTY OF COOK) SS
)

On this 25th day of May, _____ before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 call, 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 Millie J. Magajne Residing at _____

Notary Public in and for the State of IL

My commission expires 6-30-11



COOK County Clerk's Office