

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

1st Equity Bank
3956 West Dempster St
Skokie, IL 60076

WHEN RECORDED MAIL TO:

1st Equity Bank
3956 West Dempster St
Skokie, IL 60076



Doc#: 0822556022 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/12/2008 02:00 PM Pg: 1 of 4

SEND TAX NOTICES TO:

F.M.S. CAPITAL, LLC
6641 N ST. LOUIS
LINCOLNWOOD, IL 60712

This Modification of Mortgage prepared by:

Connie Griffin
1st Equity Bank
3956 West Dempster St
Skokie, IL 60076

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 15, 2008, is made and executed between F.M.S. CAPITAL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, (referred to below as "Grantor") and 1st Equity Bank, whose address is 3956 West Dempster St, Skokie, IL 60076 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 30, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

FILING DATE AUGUST 3, 2005 AS DOCUMENT NO. 052153258 IN THE RECORDS OF THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS.

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

LOTS 40 AND 41 IN BLOCK 26 IN SOUTHFIELD, BEING A SUBDIVISION OF BLOCKS 17, 18, 19, 22, 23, 24, 26, 27, 28, 29, 30, 31 AND 32 IN JAMES STINSON'S SUBDIVISION OF E. GRAND CROSSING IN THE SOUTHWEST 1/4 OF SECTIN 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 7801-03 S CORNELL, CHICAGO, IL 60649. The Real Property tax identification number is 20-25-325-001-0000.

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

THIS MODIFICATION RENEWS THE PRINCIPAL AND EXTENDS THE MATURITY DATE TO JUNE 15, 2009.

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

UNOFFICIAL COPY

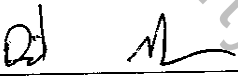
MODIFICATION OF MORTGAGE (Continued)

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 JUNE 15, 2008.

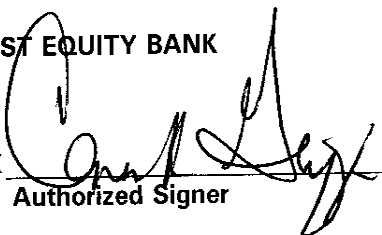
GRANTOR:

F.M.S. CAPITAL, LLC

By: 
DAVID MEISELMAN, Manager of F.M.S. CAPITAL, LLC

LENDER:

1ST EQUITY BANK

X 
Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

)
) SS
)



On this 15th day of June, 2008 before me, the undersigned Notary Public, personally appeared **DAVID MEISELMAN, Manager of F.M.S. CAPITAL, 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 Gricel Ramos

Residing at 1st Equity Bank
3956 W Dempster, Skokie IL

Notary Public in and for the State of Illinois

My commission expires 7/30/09

Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this 15 day of June, 2008 before me, the undersigned Notary Public, personally appeared Connie Griffin and known to me to be the VP, authorized agent for **1st Equity Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **1st Equity Bank**, duly authorized by **1st Equity 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 **1st Equity Bank**.

By Gricel Ramos

Residing at 1st Equity Bank
3956 W Dempster, Skokie, IL

Notary Public in and for the State of Illinois

My commission expires 7/30/09

Cook County Clerk's Office