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0822603058

Doc#: 0822603058 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/13/2008 11:37 AM Pg: 1 of 5

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

The property identified as:

PIN: 14-28-311-042-0000

Address:

Street: 2540 N. Burling

Street line 2:

City: Chicago

State: IL

ZIP Code: 60614

Lender: Bridgeview Bank

Borrower: George Haldes

Loan / Mortgage Amount: \$1,650,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the loan application was dated before July 1, 2008.

Certificate number: 26A93EFC-2B44-459B-9B1C-1954D81929D6

Execution date: 06/05/2008

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UNOFFICIAL COPY**RECORDATION REQUESTED BY:**

Bridgeview Bank Group
7940 S. Harlem Ave.
Bridgeview, IL 60455

WHEN RECORDED MAIL TO:

Bridgeview Bank Group
ATTN: Loan Operations
4753 N Broadway
Chicago, IL 60640

SEND TAX NOTICES TO:

Bridgeview Bank Group
ATTN: Loan Operations
4753 N Broadway
Chicago, IL 60640

FOR RECORDER'S USE ONLY**This Modification of Mortgage prepared by:**

Lender
Bridgeview Bank Group
4753 N. Broadway
Chicago, IL 60640

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 5, 2008, is made and executed between George Haldes, whose address is 3118 W. Palmer Square, Chicago, IL 60647 and Sharon Haldes, whose address is 3118 W. Palmer Square, Chicago, IL 60647; his wife, not as joint tenants or tenants in common but as tenants by the entirety (referred to below as "Grantor") and Bridgeview Bank Group whose address is 7940 S. Harlem Ave., Bridgeview, IL 60455 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 5, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Construction Mortgage and Assignment of Rents recorded on January 4, 2006 as Document Number 0600449073 and 0600449074; respectively.

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

LOT 33 IN BLOCK 2 IN JEROME T. CASE'S SUBDIVISION OF THE NORTH 418 FEET OF OUT LOT "F" IN WRIGHTWOOD, SAID WRIGHTWOOD BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2540 N. Burling, Chicago, IL 60614. The Real Property tax identification number is 14-28-311-042-0000.

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

Increase the principal amount secured from \$1,400,000.00 to \$1,650,000.00; Increase the maximum lien amount from \$2,800,000.00 to \$3,300,000.00 as evidenced by Promissory Note dated June 5, 2008. All other terms and conditions of the original Mortgage shall remain in full force and effect.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

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

Loan No: 615821600-11602

Page 2

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 JUNE 5, 2008.

GRANTOR:

X


George Haldes

X


Sharon Haldes**LENDER:****BRIDGEVIEW BANK GROUP**

X


Authorized Signer

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MODIFICATION OF MORTGAGE
(Continued)

Loan No: 615821600-11602

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
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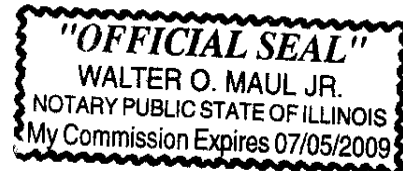
On this day before me, the undersigned Notary Public, personally appeared George Haldes, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of July, 2008.

By Walter O. Maul Jr. Residing at Bridgman

Notary Public in and for the State of Illinois

My commission expires Cook



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
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On this day before me, the undersigned Notary Public, personally appeared Sharon Haldes, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of July, 2008.

By Walter O. Maul Jr. Residing at Bridgman

Notary Public in and for the State of Illinois

My commission expires 7-5-09



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MODIFICATION OF MORTGAGE
(Continued)

Loan No: 615821600-11602

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois

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COUNTY OF Cook

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On this 23rd day of July, 2008 before me, the undersigned Notary Public, personally appeared Vernon T. Sarrell and known to me to be the V.P. Commercial Loans, authorized agent for Bridgeview Bank Group that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Bridgeview Bank Group, duly authorized by Bridgeview Bank Group 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 Bridgeview Bank Group.

By Walter O. Maul Jr.Residing at BudgownNotary Public in and for the State of IllinoisMy commission expires 7-5-09