

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 0823205096 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/19/2008 11:19 AM Pg: 1 of 5

Property of Cook County Clerk's Office

The property identified as: **PIN:** 29-19-131-003-0000

**Address:**

**Street:** 16238 DIXIE HIGHWAY

**Street line 2:**

**City:** MARKHAM

**State:** IL

**ZIP Code:** 60428

**Lender:** AMCORE BANK

**Borrower:** 163RD AND DIXIE HIGHWAY LLC

**Loan / Mortgage Amount:** \$0.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

**Certificate number:** F03E0A6B-4484-474A-B621-2E7A6B6D452F

**Execution date:** 08/08/2008

**BOX 334 CTI**

SKM

**UNOFFICIAL COPY**

SASS208061  
 OT-HW  
 10/1

WHEN RECORDED MAIL TO:  
 AMCORE BANK N.A.  
 Loan Operations  
 P.O. Box 1957  
 Rockford, IL 61110-0457

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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
 Julie Hill, Commercial Doc Prep  
 AMCORE BANK, N.A.  
 501 Seventh Street  
 Rockford, IL 61110

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**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated August 8, 2008, is made and executed between 163rd & Dixie Highway, LLC, whose address is 13939 Huseman Street, Cedar Lake, IN 46303 (referred to below as "Grantor") and AMCORE BANK, N.A., whose address is 501 Seventh Street, P.O. Box 1537, Rockford, IL 61110 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 25, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded May 31, 2007 as Document # 0715135170.

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

LOTS 3, 6, 7 AND THE SOUTH 1/2 OF LOT 2 IN BLOCK 8 IN ANDERSON'S DIXIE HIGHWAY SUBDIVISION OF THE SOUTH 60.65 ACRES (LYING WEST OF THE OLD VINCENNES ROAD AS NOW LOCATED) OF THE WEST 1/2 OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 25, 1920 AS DOCUMENT NUMBER 6772211

The Real Property or its address is commonly known as 16238 Dixie Highway, Markham, IL 60428 A/K/A 163rd Street at Dixie Highway, Markham, IL 60428. The Real Property tax identification number is 29-19-131-003-0000; 29-19-131-006-0000; 29-19-131-007-0000; 29-19-131-009-0000.

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

Increase the maximum obligation to \$1,337,200.00.

**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 334 CTI**

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

Loan No: 67621006762109

(Continued)

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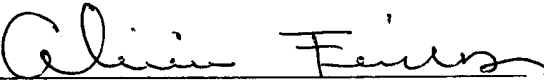
in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, 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.

**ADDITIONAL TERMS.** In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of 163rd & Dixie Highway, LLC and 164th & Dixie Highway, LLC, to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 8, 2008.**

GRANTOR:

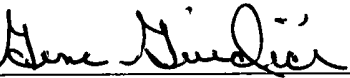
163RD &amp; DIXIE HIGHWAY, LLC

By: 

Alicia Finlay, Member of 163rd &amp; Dixie Highway, LLC

LENDER:

AMCORE BANK, N.A.

x 

Authorized Signer

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## MODIFICATION OF MORTGAGE

Loan No: 67621006762109

(Continued)

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )

) SS

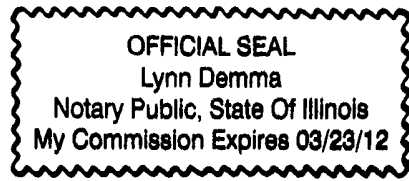
COUNTY OF COOK )

On this 8th day of August, 2008 before me, the undersigned Notary Public, personally appeared Alicia Finlay, Member of 163rd & Dixie Highway, 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 Lynn Demma Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 3/23/12



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 67621006762109

(Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )

) SS

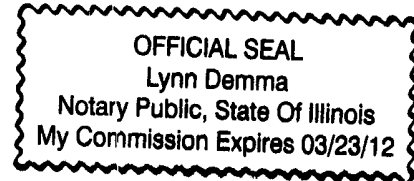
COUNTY OF COOK )

On this 8th day of August, 2008 before me, the undersigned Notary Public, personally appeared Gene Modici and known to me to be the \_\_\_\_\_, authorized agent for **AMCORE BANK, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **AMCORE BANK, N.A.**, duly authorized by **AMCORE BANK, N.A.** 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 **AMCORE BANK, N.A.**.

By Lynn Demma Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 3/23/12



County Clerk's Office