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Doc#: 0829715009 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/23/2008 08:35 AM Pg: 1 of 6

RECORDATION REQUESTED BY:

National City Bank
Corridors
2650 Warrenville Road
Downers Grove, IL
60515-1748

WHEN RECORDED MAIL TO:

National City Bank
P.O. Box 2977
Pittsburgh, PA 15230

SEND TAX NOTICES TO:

Fuller's Family Car Wash of
Palos, L.L.C.
Fuller's Family Car Care,
L.L.C.
11730 Southwest Highway
Palos Heights, IL 60463



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Vivian Britten for National City Bank
National City Bank
2650 Warrenville Road
Downers Grove, IL 60515-1748



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 17, 2008, is made and executed between Fuller's Family Car Wash of Palos, L.L.C., an Illinois limited liability company, whose address is 11730 Southwest Highway, Palos Heights, IL 60463 and Fuller's Family Car Care, L.L.C., an Illinois limited liability company, whose address is 11730 Southwest Highway, Palos Heights, IL 60463 (referred to below as "Grantor") and National City Bank, whose address is 2650 Warrenville Road, Downers Grove, IL 60515-1748 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 27, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 10, 2007 as Document #0701035041 of Cook County Records.

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

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 11730-11754 Southwest Highway, Palos Heights, IL 60463. The Real Property tax identification number is 23-24-300-094-0000, 23-24-300-110-0000 and 23-24-300-111-0000.

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

54
pb
file

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

Loan No: 172953

Page 2

In addition to any Promissory Note described in the definition of "Note" in the mortgage described above, the word "Note" also means, Promissory Note dated September 17, 2008, in the original principal amount of Five Hundred Thousand and no/100 Dollars (\$500,000.00) from Fuller Group, LLC to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes or agreements.

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 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.

LENDER INCLUDES PREDECESSORS. The term "Lender" shall include all entities which were merged into, or whose name was changed to, National City Bank or a predecessor thereof, including but not limited to MidAmerica Bank, fsb.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 17, 2008.

GRANTOR:

FULLER'S FAMILY CAR WASH OF PALOS, L.L.C.

By: *Donald Fuller*
Donald L. Fuller, Manager of Fuller's Family Car Wash of Palos, L.L.C.

By: *Kenneth W Fuller*
Kenneth W. Fuller, Manager of Fuller's Family Car Wash of Palos, L.L.C.

FULLER'S FAMILY CAR CARE, L.L.C.

By: *Donald Fuller*
Donald L. Fuller, Manager of Fuller's Family Car Care, L.L.C.

By: *Kenneth W Fuller*
Kenneth W. Fuller, Manager of Fuller's Family Car Care, L.L.C.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 172953

Page 3

LENDER:

NATIONAL CITY BANK

x Pamela K. Stefik
Pamela K. Stefik, Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF DuPage)

On this 17th day of September 2008 before me, the undersigned Notary Public, personally appeared **Donald L. Fuller, Manager of Fuller's Family Car Wash of Palos, L.L.C. and Kenneth W. Fuller, Manager of Fuller's Family Car Wash of Palos, L.L.C.**, 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 Wendy M. Modelski Residing at 1900 S. Highland, Lombard, IL

Notary Public in and for the State of Illinois

My commission expires 11/18/09



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 172953

Page 4

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 17th day of September, 2008 before me, the undersigned Notary Public, personally appeared **Donald L. Fuller, Manager of Fuller's Family Car Care, L.L.C. and Kenneth W. Fuller, Manager of Fuller's Family Car Care, L.L.C.**, 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 [Signature] Residing at 1900 S. Highland, Lombard, IL

Notary Public in and for the State of Illinois

My commission expires 11/18/09



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 172953

Page 5

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF DuPage)

On this 22 day of September, 2008 before me, the undersigned Notary Public, personally appeared **Pamela K. Stefik** and known to me to be the **Vice President**, authorized agent for **National City Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **National City Bank**, duly authorized by **National City 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 **National City Bank**.

By Richele Rovito Residing at 2650 Wannemille Rd
DuPage Ave IL 60515
 Notary Public in and for the State of IL

My commission expires 12-6-10



Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 AND 2 OF HANSEN'S SUBDIVISION OF LOT 1 IN EINODER'S SOUTHWEST HIGHWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEED AS DOCUMENT NUMBER 24639676 AND CORRECTED BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 24694676. ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN EINODER'S SOUTH WEST HIGHWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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