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#### **RECORDATION REQUESTED BY:**

State Bank of Illinois Mokena Facility 11100 Front St. Mokena, IL 60448

WHEN RECORDED MAIL TO:

State Bank of Illinois Mokena Facility 11100 Front St. Mokena, IL 60448 26372283-33

Doc#: 0832408234 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 11/19/2008 03:00 PM Pg: 1 of 4

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SEND TAX NOTICES TO: Rak Construction LLC 11452 W 179th st Mokena, IL 60448

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:

Central Loan Operations State Bank of Illinois 11100 Front St. Mokena, IL 60448

CTIC-HE

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 15, 2008, is made and executed between Rak Construction LLC (referred to below as "Grantor") and State Early of Illinois, whose address is 11100 Front St., Mokena, IL 60448 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated rebruary 15, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in Cook County on February 29, 2008 as Document #08060110)1

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

LOT 69 IN CRICKET HILL, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERICIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 922 Purdue Ln, Matteson, IL 60443. The Real Property tax identification number is 31-21-105-028.

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

Extend Maturity Date to October 15, 2009 and Reduce Rate to 7.25%.

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

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#### **MODIFICATION OF MORTGAGE** (Continued)

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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 SEPTEMBER 15, 2008.

**GRANTOR:** 

RAK CONSTRUCTION LLC

Ryne Kucala, Managing Member of Fax Construction LLC

Kevin Graff, Managing Member of Rak Conscuction LLC

LENDER:

STATE BANK OF ILLINOIS

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**ision Expires M**ay 6, 2010

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# UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF UL ) ) SS COUNTY OF WILL ) , 2608 before me, the undersigned Notary On this Public, personally appeared Ryne Kucala, Managing Member of Rak Construction LLC and Kevin Graff, Managing Member of the Construction 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. Mary & Mackenge Residing at Notary Public in and for the State of "OFFICIAL SEAL" My commission expires 5-6-70 Notary Public, State of Illinois

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## **UNOFFICIAL COPY**

## MODIFICATION OF MORTGAGE (Continued)

Page 4 LENDER ACKNOWLEDGMENT STATE OF ) SS COUNTY OF WILL \_\_\_\_\_, 2008 before me, the undersigned Notary On this day of Public, personally appeared RICK DELGROSSO and known to me to be the VICE PRES , authorized agent for State Bank of Illinois that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of State Bank of Illinois, duly authorized by State Bank of illinois 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 State Bank of Illinois. By Mary & Mackeyee Residing at Notary Public in and for the State of \_\_\_\_\_ "OFFICIAL SEAL" My commission expires 5.6-10Mary J. MacKenzie Notary Public, State of Illinois Commission Expires May 6, 2010

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