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RECORDATION REQUESTED BY:
Heritage Community Bank
17926 S. Halsted 2nd Floor
Homewood, IL 60430

Doc#: 0835226007 **Fee:** \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/17/2008 08:19 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:
Heritage Community Bank
17926 S. Halsted 2nd Floor
Homewood, IL 60430

SEND TAX NOTICES TO:
Jazz N Blondie Properties LLC
(17505 Sandalwood Series)
17535 Sandalwood Drive,
Unit 1F
Tinley Park, IL 60477

FOR RECORDER'S USE ONLY

7678880

This Modification of Mortgage prepared by:
Heritage Community Bank
17926 S. Halsted 2nd Floor
Homewood, IL 60430

BOX 334 CTI

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 10, 2008, is made and executed between Jazz N Blondie Properties LLC (17505 Sandalwood Series), whose address is 17535 Sandalwood Drive, Unit 1F, Tinley Park, IL 60477 (referred to below as "Grantor") and Heritage Community Bank, whose address is 17926 S. Halsted 2nd Floor, Homewood, IL 60430 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 10, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

October 14, 1997 as document number 97761575.

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

PARCEL 1:

LOT 1 IN SANDALWOOD UNIT NUMBER 1, BEING A SUBDIVISION OF THE NORTH 495.65 FEET OF THE WEST 382 FEET OF THE EAST 857 FEET (EXCEPTING THEREFROM THE SOUTH 144 FEET OF THE WEST 19.70 FEET) OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE PLAT OF SUBDIVISION RECORDED MARCH 13, 1968 AS DOCUMENT 20428919 FOR THE INGRESS AND EGRESS.

The Real Property or its address is commonly known as 17505 Sandalwood Dr., Tinley Park, IL 60473. The Real Property tax identification number is 27-36-202-001-0000.

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

SKY

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 8000153

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The definition of "Grantor" in the Mortgage is amended to mean Jazz N Blondie Properties LLC (17505 Sandalwood Series). Wherefore, on April 2, 2004, MB Financial Bank, N.A., a National Banking Association, as successor Trustee and not personally to South Holland Trust and Savings Bank, U/T/A dated March 10, 1983 and known as Trust Number 6612, conveyed legal title to the subject property to Palos Bank and Trust Company, an Illinois Banking Corporation, as Trustee U/T/A dated March 29, 2004 and known as Trust Number 1-6066; and subsequently on November 1, 2007, Palos Bank and Trust Company, an Illinois Banking Corporation, as Trustee U/T/A dated March 29, 2004 and known as Trust Number 1-6066 transferred legal title to the subject property to Jazz N Blondie Properties LLC (17505 Sandalwood Series). Jazz N Blondie Properties LLC (17505 Sandalwood Series) has assumed all obligations due and owing under the Note.

The definition of "Borrower" in the Mortgage is amended to mean Jazz N Blondie Properties LLC (17505 Sandalwood Series); Jazz N Blondie Properties LLC; and Raymond A. Jensen, Sr.

The definition of "Note" in the Mortgage is amended to mean the Promissory Note dated November 10, 2008, in the original principal amount of \$146,978.43 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

The interest rate on the Promissory Note is 5.250% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: 57 monthly consecutive principal and interest payments of \$2,906.85 each, beginning December 10, 2008, with interest calculated on the unpaid principal balances at an interest rate of 5.250% based on a year of 360 days; and one principal and interest payment of \$1,101.96 on September 10, 2013, with interest calculated on the unpaid principal balances at an interest rate of 5.250% based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any unpaid amounts under the Note.

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 endorser 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.

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MODIFICATION OF MORTGAGE

Loan No: 8000153


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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 10, 2008.

GRANTOR:


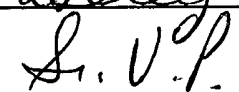
JAZZ N BLONDIE PROPERTIES LLC (17505 SANDALWOOD SERIES)

By: 
Raymond A. Jensen, Sr. Manager of Jazz N Blondie Properties
LLC (17505 Sandalwood Series)

By: 
John M. Jensen, Manager of Jazz N Blondie Properties LLC
(17505 Sandalwood Series)

LENDER:

HERITAGE COMMUNITY BANK

x 
Authorized Officer 

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MODIFICATION OF MORTGAGE

Loan No: 8000153

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 8th day of December, 2008 before me, the undersigned Notary Public, personally appeared **Raymond A. Jensen, Sr., Manager of Jazz N Blondie Properties LLC (17505 Sandalwood Series)** and **John M. Jensen, Manager of Jazz N Blondie Properties LLC (17505 Sandalwood Series)**, 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 Melissa C. Reed Residing at 17535 Sandalwood Drive #1F
 Notary Public in and for the State of Illinois

My commission expires September 9, 2010



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LENDER ACKNOWLEDGMENT

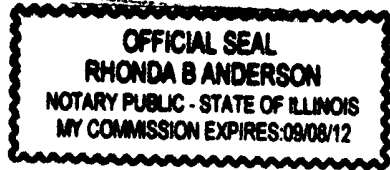
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 9th day of December, 2008 before me, the undersigned Notary Public, personally appeared Carl A. Maseley and known to me to be the President Si. Vice, authorized agent for **Heritage Community Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Heritage Community Bank**, duly authorized by **Heritage Community 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 **Heritage Community Bank**.

By Rhonda B. Anderson Residing at Homewood

Notary Public in and for the State of Illinois

My commission expires 09-08-2012



Cook County Clerk's Office