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**RECORDATION REQUESTED BY:** 

OXFORD BANK & TRUST Corporate Office 1111 W. 22nd Street, Suite 800

Oak Brook, IL 60523

Doc#: 0900849000 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 01/08/2009 08:45 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

OXFORD BANK & TRUST Corporate Office 1111 W. 22nd Street, Suite 800

Oak Brook, IL 30523

SEND TAX NOTICES 10.
Coronet Construction, 170
205 Gerri Lane

Addison, IL 60101

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared Ly:
Thomas E. Staib, Vice President
OXFORD BANK & TRUST
1111 W. 22nd Street, Suite 800
Oak Brook, IL 60523

ORIGINAL

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 1, 2008, is made and executed between Coronet Construction, Inc., an Illinois Corporation, whose address is 205 W. Gerri Lane, Addison, IL 60101 (referred to below as "Grantor") and OXFORD BANK & TRUST, whose address is 1111 W. 22nd Street, Suite 800, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 20, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

AS RECORDED ON 3-30-2006 AS DOCUMENT #0608934008, AND A MODIFICATION OF MORTGAGE DATED OCTOBER 1, 2007 AND RECORDED ON DECEMBER 20, 2007 AS DOCUMENT NO. 0735417025.

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

#### PARCEL 1:

NORTH 30 FEET OF LOT 31 IN JOHN W. THOMPSON AND COMPANY'S 2ND ADDITION TO ELMWOOD PARK GARDENS, BEING A SUBDIVSION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 3029 N. OLEANDER CHICAGO, IL 60707

#### PARCEL 2:

LOT 31 (EXCEPT THE NORTH 30 FEET AND EXCEPT THE SOUTH 40 FEET THEREOF) IN JOHN W. THOMPSON AND COMPANY'S 2ND ADDITION TO ELMWOOD PARK GARDENS, BEING A SUBDIVISON OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 7548780-4

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NORTH, RANGE 12. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 3027 N. OLEANDER CHICAGO: IL 60707

The Reat Property or its address is commonly known as 3027 and 3029 N. Oleander, Chicago, IL 60707. The Reat Property tax identification number is 12-25-209-039-0000 and 12-25-209-040-0000.

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

THE MATURITY DATE OF THE MORTGAGE AND PROMISSORY NOTE IS HEREBY EXTENDED FROM OCTOBER 1, 2008 TO APRIL 1, 2010. ADDITIONAL COLLATERAL OF A JUNIOR MORTGAGE ON COMMERCIAL PROPERTY LOCATED AT 205 W. GERRI LANE, ADDISON, ILLINOIS IS HEREBY ADDED TO THE LOAN. ALL LOANS TO BORROWER WILL BE CROSS-COLLATERALIZED AND CROSS-DEFAULTED. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CONTINUING VALIDIT () 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 dianged 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 intent on 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.

CROSS-DEFAULT. REFERENCE IS MADE TO THAT CERTAIN PROMISSORY NOTE DATED MAY 15, 2005 IN THE PRINCIPAL AMOUNT OF \$755,000.00 MADE BY BORROWER AND PAYABLE TO THE ORDER OF OXFORD BANK & TRUST (THE "755,000 NOTE"). ALL OF THE AGREEMENTS, CONDITIONS, COVENANTS. PROVISIONS AND STIPULATIONS CONTAINED IN THE \$755,000 NOTE WHICH ARE TO BE KEPT AND PERFORMED BY BORROWER ARE HEREBY MADE A PART OF THIS NOTE TO THE SAME EXTENT AND WITH THE SAME FORCE AND EFFECT AS IF THEY WERE FULLY SET FORTH HEREIN, AND SHOULD ANY DEFAULT BE MADE IN THE PAYMENT OF PRINCIPAL AND/OR INTEREST OR ANY OTHER SUM DUE UNDER THE \$755,000 NOTE OR IN THE PERFORMANCE OF ANY OF THE TERMS, AGREEMENTS OR COVENANTS CONTAINED IN THE \$755,000 NOTE, AND SUCH DEFAULT IS NOT CURED WITHIN ANY APPLICABLE CURE OR GRACE PERIOD THEREIN SPECIFICALLY CONTAINED, SUCH DEFAULT SHALL BE DEEMED A DEFAULT HEREUNDER.

(INITIAL HERE)

CROSS-COLLATERALIZATION. IN ADDITION TO THE NOTE, THIS AGREEMENT SECURES ALL OBLIGATIONS, DEBTS AND LIABILITIES, PLUS INTEREST THEREON, OF GRANTOR 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.

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# MODIFICATION OF MORTGAGE (Continued)

Loan No: 7548780-4 Page 3 GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED **OCTOBER 1, 2008. GRANTOR:** CORONET CONSTRUCTION, INC. Grzegorz Urbanek, rresident of Coronet Construction, Inc. LENDER: **OXFORD BANK & TRUST Authorized Signer** CORPORATE ACKNOWLEDGMENT ) SS COUNTY OF \_\_\_\_ DO PAGE On this \_\_\_\_\_\_ day of \_\_\_\_\_ 6 CAUS & \_\_\_\_\_, \_\_\_\_ before me, the undersigned Notary Public, personally appeared Grzegorz Urbanek, President of Coronet Construction, Inc. , and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation. Adding & Aderthan By Residing at Notary Public in and for the State of \_\_\_\_\_\_\_ "OFFICIAL SEAL" DIANE B. SHEVCHUK My commission expires \_\_\_\_\_ Notary Public, State of Illinois My Commission Expires 06/19/11

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# MODIFICATION OF MORTGAGE (Continued)

Loan No: 7548780-4	(Continued)	rages
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STATE OF	) ) ) \$\$	
COUNTY OF	)	
authorized agent for and acknowledged said instrument authorized by OXFORD BAN'S & therein mentioned, and on oath s	and known to me to and known to me to to be the free and voluntary act and deed of TRUST through its board of directors or other stated that he or she is authorized to execute benuff of OXFORD BANK & TRUST	within and foregoing instrument OXFORD BANK & TRUST, duly wise, for the uses and purposes
By A War in the Control of the	Residing at	
Notary Public in and for the Sta	ite of	
My commission expires		TOFFICIAL SEAL" DIANE B. SHEVCHUK ary Public, State of Illinois minission Expires 06/19/11
LASER PRO Lending, Ver 5.42 Reserved.	2.00.004 Copr. Harland Financial Solutions, IL G:\APPS\CFIGSS\CFI\LPL\G201.FC TR-6	6098 PR-19
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