Doc#: 0905849027 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 02/27/2009 01:05 PM Pg: 1 of 4

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage preparer by: Michelle McLean, Commercial Do. Piep AMCORE BANK, N.A. 501 Seventh Street Rockford, IL 61110

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 30, 2008, is made and executed between BWA, Inc. (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 June 12, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on June 27, 2007 as Document #0717860034.

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

LOT 2 IN DUNDEE-WOLF SUBDIVISION OF LOTS 3 AND 4 IN LYNCH'S RESUBDIVISION IN WHEELING IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL

The Real Property or its address is commonly known as 43 W Dundee Road, Wheeling, IL 60090. The Real Property tax identification number is 03-02-416-006-0000.

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

The maximum obligation shall be increased to \$1,415,987.79.

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

0905849027 Page: 2 of 4

# UNOFFICIAL

MODIFICATION OF MORTGAGE (Continued)

Loan No: 62657006265707

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 per be released by it. This waiver applies not only to any initial extension or

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 30. GRANTOR:

BWA, INC.

Dorance Lorenzo Padron, President of BWA, inc.

Angelos Mitroussias Treasurer of BW/ H County Clark's Office

LENDER:

AMCORE BANK, N.A.

Authorized Signer

Page 2

0905849027 Page: 3 of 4

## **UNOFFICIA**

#### MODIFICATION OF MORTGAGE (Continued)

Page 4 Loan No: 62657006265701 LENDER ACKNOWLEDGMENT ) SS ) **COUNTY OF** before me, the undersigned Natary On this 4 Public, personally appealed Thoma 28 , 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 benalt of AMCORE BANK, N.A.. Residing at Notary Public in and for the State of OFFICIAL SEAL SHANNON J REID My commission expires 12 NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:12/12/09

LASER PRO Lending, Ver. 5.43.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2009. All Rights Reserved. - IL D:\CFI\LPL\G201.FC TI-26595 PR-16 ob Office

0905849027 Page: 4 of 4

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### MODIFICATION OF MORTGAGE

Loan No: 62657006265701	(Continued)	Page
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