## **UNOFFICIAL COPY**

**RECORDATION REQUESTED BY:** 

Allegiance Community Bank 8001 W. 183rd Street Tinley Park, IL 60487

WHEN RECORDED MAIL TO:

Allegiance Community Bank 8001 W. 183rd Street Tinley Park, IL 60487

0919740061 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 07/16/2009 12:14 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage propared by: **LUS CHAVEZ** Allegiance Community Bank 8001 W. 183rd Street Tinley Park, IL 60487

POLICY/RECORDING DEPT.

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 22, 2009, is made and executed between THE LUKE GROUP, LLC (referred to below as "Grantor") and Allegiance Community Bank, whose address is 8001 W. 183rd Street, Tinley Park, IL 60487 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 5, 2009 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED 6/8/09 , 2009 AS DOCUMENT NO. 09/5904018 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS.

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

LOT 32 (EXCEPT THE SOUTH 8 FEET) AND LOT 33 (EXCEPT THE NORTH 6 FEET) IN BLOCK 24 IN WEST PULLMAN, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL WEFIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 12035 S. YALE, CHICAGO, IL 60628. The Real Property tax identification number is 25-28-211-010-0000.

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

THE ORIGINAL PROMISSORY NOTE DATED MAY 5, 2009 WITH A MATURITY DATE OF NOVEMBER 5, 2009 IN THE ORIGINAL AMOUNT OF \$20,000.00 FROM THE LUKE GROUP LLC, an Illinois Limited Liability Company TO ALLEGIANCE COMMUNITY BANK WHICH IS NOW MODIFIED TO INCREASE THE LOAN AMOUNT FROM \$20,000.00 TO \$53,625.00.

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

# MODIFICATION OF MORTGAGE (Continued)

Loan No: 11807748

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the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE IS DATED MAY 22, 2009. AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 22, 2009.

HE LUKE GROUP, LLC

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THE LUKE GROUP, LIC

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ALLEGIANCE COMMUNITY BANK

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### MODIFICATION OF MORTGAGE (Continued)

(Continued) Page 3 Loan No: 11807748 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF Thingis 1 SS COUNTY OF \_ \_\_\_\_, 2007 before me, the undersigned Notary On this Public, personally appeared MARGARET LEWKOWICZ, Manager of THE LUKE GROUP, LLC, and known to me to be a member or designment agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the linite's liability company. Residing at My commission expires 3/24/10 Control Office

## MODIFICATION OF MORTGAGE (Continued)

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NOTARY PUBLIC - STATE OF ILLINOIS	<u> </u>
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<b>6</b>	Notary Public in and for the State of
Residing at	AB ROY AB
Community Bank.	in fact executed this said insurument on behalf of Allegiance
he is authorized to execute this said instrument and	purposes therein men loned, and on oath stated that he or si
board of directors or otherwise, for the uses and	duly authorized by Alegiance Community Bank through its
Itary act and deed of Alleciance Community Bank.	and acknowledged said instrument to be the free and volur
that executed the within and foregoing instrument	, authorized agent for Allegiance Community Bank
and known to me to be the 🔑 🖰	Public, personally appeared AVP   Albor Krokos
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TEDGMENT	FENDER ACKNOW
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LASER PRO Lending, Ver. 5.44.00.002 Copr. Harland Filteries Salutions, 1p. Reserved. - IL R:\CFI\LPL\G20. FC TR-813 PR-5

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