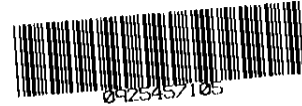


# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Inland Bank and Trust  
2805 Butterfield Road, Suite  
200  
Oak Brook, IL 60523



Doc#: 0925457105 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/11/2009 10:47 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Inland Bank and Trust  
2805 Butterfield Road, Suite  
200  
Oak Brook, IL 60523

12391541

**FOR RECORDER'S USE ONLY**

GIT

**This Modification of Mortgage prepared by:**

Maria E. Ramirez  
Inland Bank and Trust  
2805 Butterfield Road, Suite 200  
Oak Brook, IL 60523

"This Instrument Filed For Record  
By Greater Illinois Title Co. As An Accommodation  
Only. It Has Not Been Examined As To Its  
Execution Or As To Its Effect Upon Title."

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 27, 2009 is made and executed between 283541 Birch, LLC, an Illinois Limited Liability Company, whose address is 3120 Techny Road, Northbrook, IL 60062 (referred to below as "Grantor") and Inland Bank and Trust, whose address is 2805 Butterfield Road, Suite 200, Oak Brook, IL 60523 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 27, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded August 3, 2004 as document #0421627145.

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

LOTS 6, 7, 8 AND 9 IN BLOCK 15 IN WEEK'S SUBDIVISION OF ALL OF BLOCKS 14, 15 AND 17 AND THAT PART OF BLOCKS 10, 11, 12 AND 13 LYING EAST OF THE WISCONSIN CENTRAL RAILROAD IN RIVER PARK IN SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2835-41 Birch St., Franklin Park, IL 60131. The Real Property tax identification number is 12-27-124-013; 12-27-124-014; 12-27-124-015 and 12-27-124-016.

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

The definition of the "Note" as described in the "Mortgage" shall be hereby deleted and substituted by the following:

**Note.** The word "Note" means the promissory note dated July 27, 2009, in the original principal amount of \$305,831.04 from Grantor to Lender, which is a renewal of promissory note dated July 27, 2004 to lender in the original principal amount of \$325,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 8328722001

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**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 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 JULY 27, 2009.**


GRANTOR:

283541 BIRCH, LLC

By:   
 Regina Phillips Valsamis, Member of 283541 Birch, LLC

LENDER:

INLAND BANK AND TRUST

x   
 Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 8328722001

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

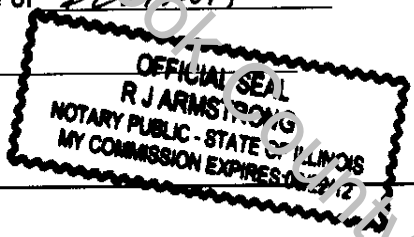
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 27th day of JULY 2009 before me, the undersigned Notary Public, personally appeared **Regina Phillips Valsamis, Member of 283541 Birch, LLC**, and known to me to be a member or designated 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 limited liability company.

By [Signature] Residing at CHICAGO, IL

Notary Public in and for the State of ILLINOIS

My commission expires \_\_\_\_\_



Notary Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 8328722001

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### LENDER ACKNOWLEDGMENT

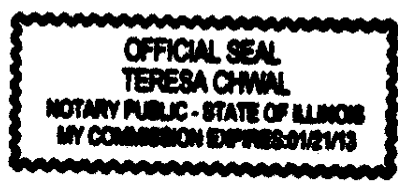
STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

On this 21st day of July, 2009 before me, the undersigned Notary Public, personally appeared Robt. Arnsperk and known to me to be the Vice-President, authorized agent for **Inland Bank and Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Inland Bank and Trust**, duly authorized by **Inland Bank and Trust** 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 **Inland Bank and Trust**.

By Teresa Chival Residing at 6111 W. Dempster North Grove

Notary Public in and for the State of Illinois

My commission expires 01/21/13



Cook County Clerk's Office