### **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:

Inland Bank and Trust 2805 Butterfield Road, Suite 200

Oak Brook, IL 60523

WHEN RECORDED MAIL TO:

Inland Bank and Trust 2805 Butterfield Road, Suite

Oak Brook, IL 60523

Doc#: 0929557174 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 10/22/2009 01:00 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
MARGE POZZIE
Inland Bank and Trust
2805 Butterfield Road, Suite 200
Oak Brook, IL 60523

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 1, 2009, is made and executed between 6217 S Kimbark, Inc, an Illinois Corporation, whose address is 236 Wzukegan, Glenview, IL 60025 (referred to below as "Grantor") and Inland Bank and Trust, whose address is 2803 Butterfield Road, Suite 200, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 14, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded April 12, 2006 as Document #0610208057 and Modification of Mortgage dated August 1, 2008, recorded 8-27-2008 as Document #0824008242.

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

LOT 22 IN THE SUBDIVISION OF BLOCK 5 IN O.R. KEITH SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERILUN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6217 S. Kimbark Avenue, Chicago , IL 60637. The Real Property tax identification number is 20-14-413-003-0000.

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 August 1, 2008, in the original principal amount of \$2,450,000.00 from Grantor to Lender, which is a renewal of a certain promissory note dated March 14, 2006 in the original principal amount of \$2,450,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

0929557174 Page: 2 of 4

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#### MODIFICATION OF MORTGAGE (Continued)

Loan No: 9014802001 Renewal

Page 2

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 Lende 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 Londor 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 Coot County Clert's Office AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 1. 2009.

**GRANTOR:** 

6217 S KIMBARK, INC

George Bahramis, President of 6217 S Kimbark, Inc

LENDER:

**INLAND BANK AND TRUST** 

Authorized Signer VICE PREGIDE

0929557174 Page: 3 of 4

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#### MODIFICATION OF MORTGAGE

(Continued) Page 3 Loan No: 9014802001 Renewal CORPORATE ACKNOWLEDGMENT STATE OF THINKS ) ) SS **COUNTY OF** 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. Chicago Illinois Residing at \_ Notary Public in and for the State of \_ OUNT CRAYS OFFICE My commission expires \_\_\_

0929557174 Page: 4 of 4

## **UNOFFICIAL COPY**

#### MODIFICATION OF MORTGAGE (Continued)

Public, personally expeared	Loan No: 9014002001 Renewal	(Continueu)	Page 4
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On this	STATE OF <b>ZULYS</b>	)	
On this	Rook Wilano 15	) SS	
On this	COUNTY OF WOULD SANIALLY	)	
, authorized agent for Inland Bank and Trust that executed the within and foregoing instrument a acknowledged said instrument to be the free and voluntary act and deed of Inland Bank and Trust, d authorized by Inland Bank and Trust through its board of directors or otherwise, for the uses and purpose therein mentioned, and on path stated that he or she is authorized to execute this said instrument and in face executed this said instrument on oe half of Inland Bank and Trust.  By	On this day of	pot 2009	before me, the undersigned Notary
acknowledged said instrument to be the free and voluntary act and deed of Inland Bank and Trust, d authorized by Inland Bank and Trust through its board of directors or otherwise, for the uses and purpos therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in face executed this said instrument on oe ralf of Inland Bank and Trust.  By  Residing at  Notary Public in and for the State of			
authorized by Inland Bank and Trust through its board of directors or otherwise, for the uses and purpose therein mentioned, and on outh stated that he or she is authorized to execute this said instrument on oe palf of Inland Bank and Trust.  By  Residing at  Notary Public in and for the State of			
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Residing at  Notary Public in and for the State of	therein mentioned, and on pain stated tha	t he or she is authorized to e	xecute this said instrument and in fact
Notary Public in and for the State of	executed this said instrument on be lar of	inland Bank and Trust.	
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	Notary Public in and for the State of		~~~~ <b>3</b>
My commission expires	My commission expires	OFFICIAL SEAL	
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N/C JAMINSSION EXPIRES:01/25/13		N/C)MANISSION EXPIRE	S:01/2a/13
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