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RECORDATION REQUESTED BY:

OXFORD BANK & TRUST
Corporate Office
1111 W. 22nd Street, Suite
800
Oak Brook, IL 60523

WHEN RECORDED MAIL TO:

OXFORD BANK & TRUST
Corporate Office
1111 W. 22nd Street, Suite
800
Oak Brook, IL 60523



Doc#: 0930616001 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/02/2009 08:27 AM Pg: 1 of 4

SEND TAX NOTICES TO:

2052 N. SEMINARY, INC.
3044 N. Greenview Ave
Chicago, IL 60657

RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
ANGELA L. COOK, SLA- LN#7549 32-3 SMF
OXFORD BANK & TRUST
1111 W. 22nd Street, Suite 800
Oak Brook, IL 60523

FIRST AMERICAN TITLE

ORIGINAL

ORDER #

1774852

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 1, 2009, is made and executed between 2052 N. SEMINARY, INC., AN ILLINOIS CORPORATION, whose address is 3044 N. Greenview Ave., Chicago, IL 60657 (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 31, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED APRIL 9, 2008 AS DOCUMENT NO. 081000584.

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

LOT 3 AND THE NORTH 1/2 OF LOT 4 IN SUBDIVISION OF BLOCK 8 IN JAMES MORGAN SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF BLOCK 10 IN SHEFFIELD'S ADDITION TO CHICAGO, THE PREMISES IN QUESTION ARE SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2052 N. SEMINARY AVE., CHICAGO, IL 60614. The Real Property tax identification number is 14-32-222-019-0000.

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

THE MATURITY DATE IS EXTENDED FROM AUGUST 1, 2009 TO AUGUST 1, 2010. THE PRINCIPAL AMOUNT OF THE LOAN IS DECREASED FROM \$3,040,000.00 TO \$2,860,000.00. THE INTEREST RATE IS CHANGED FROM THE PRIME RATE AS PUBLISHED IN THE WALL STREET JOURNAL PLUS 1/2% TO THE OXFORD BANK AND TRUST BASE RATE PLUS 1/2%. ALL OTHER TERMS AND CONDITIONS

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 7549132-3

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REMAIN THE SAME.

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 AUGUST 1, 2009.

GRANTOR:

2052 N. SEMINARY, INC.

By: *Dariusz Borysiewicz*
Dariusz Borysiewicz, President of 2052 N. SEMINARY, INC.

LENDER:

OXFORD BANK & TRUST

X *[Signature]*
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 7549132-3

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CORPORATE ACKNOWLEDGMENT

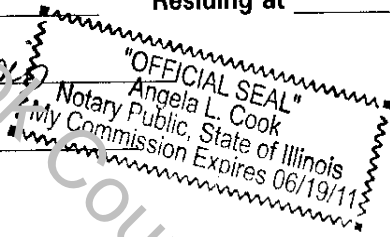
STATE OF Illinois)
) SS
 COUNTY OF DeWitt)

On this 16th day of September, 2009 before me, the undersigned Notary Public, personally appeared **Dariusz Borysiewicz, President of 2052 N. SEMINARY, 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.

By Angela L. Cook Residing at _____

Notary Public in and for the State of Illinois

My commission expires 10-19-11



County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

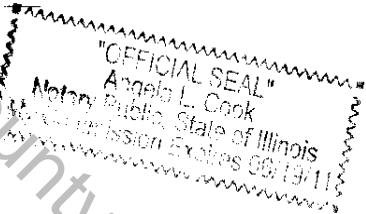
STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 16th day of September 2009 before me, the undersigned Notary Public, personally appeared Steve Frank and known to me to be the Vice President, authorized agent for **OXFORD BANK & TRUST** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **OXFORD BANK & TRUST**, duly authorized by **OXFORD BANK & 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 **OXFORD BANK & TRUST**.

By Angela L. Cook Residing at _____

Notary Public in and for the State of Illinois

My commission expires 10-19-11



Property of Cook County Clerk's Office