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RECORDATION REQUESTED BY:

Bridgeview Bank Group
7940 S. Harlem Ave.
Bridgeview, IL 60455



Doc#: 0931316007 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/09/2009 08:39 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Bridgeview Bank Group
ATTN: Loan Operations
4753 N Broadway
Chicago, IL 60640

Final American Title
Order # 1839313

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Bridgeview Bank Group
4753 N Broadway
Chicago, IL 60640

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 5, 2009, is made and executed between Cooper's Hawk South Barrington LLC, whose address is 8697 S Archer Ave, Unit #25, Willow Springs, IL 60480 (referred to below as "Grantor") and Bridgeview Bank Group, whose address is 7940 S. Harlem Ave., Bridgeview, IL 60455 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 18, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded on December 2, 2008 as Document Number 0833741082.

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

PARCEL 1:

Lots 1 and 3 in Arboretum of South Barrington, being a subdivision of parts of the Northeast quarter and the Southeast quarter of Section 33, Township 42 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded July 30, 2007 as document No. 0721115094 in Cook County, Illinois.

PARCEL 2:

Lot 8 in Arboretum of South Barrington Second Resubdivision, being a resubdivision of Lot 6 in Arboretum of South Barrington First Resubdivision, being a subdivision of parts of the Northeast quarter and the Southeast quarter of Section 33, Township 42 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded July 30, 2007 as document No. 0612122096 in Cook County, Illinois.

The Real Property or its address is commonly known as 100 W Higgins Road, South Barrington, IL 60010. The Real Property tax identification number is 01-33-209-002-0000, 01-33-209-006-0000, 01-33-209-007-0000, 01-33-209-012-0000, 01-33-209-013-0000, 01-33-209-015-0000, 01-33-209-016-0000.

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

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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Amend the interest rate from Prime Variable + 1.00% with a 6.00% Floor to 6.25% Fixed; Amend the monthly payments from interest only monthly to \$17,659.04 principal including interest per month.

Removal of: CONSTRUCTION MORTGAGE. This Mortgage is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Illinois.

Removal of: CONSTRUCTION LOAN. If some or all of the proceeds of the loan creating the indebtedness are to be used to construct or complete construction of any improvements on the Property, the improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Mortgage shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

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 charged 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 SEPTEMBER 5, 2009.

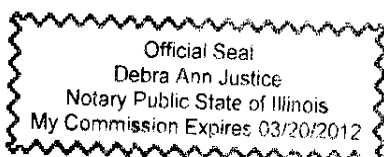
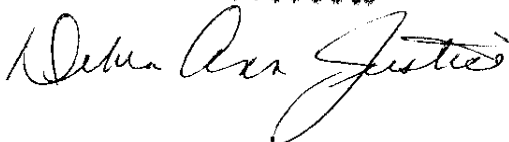
GRANTOR:

COOPER'S HAWK SOUTH BARRINGTON LLC

COOPER'S HAWK HOLDING, LLC, Manager of Cooper's Hawk South
Barrington LLC

By: 

Timothy McEnery, Manager of Cooper's Hawk Holding, LLC

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MODIFICATION OF MORTGAGE (Continued)

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LENDER:

BRIDGEVIEW BANK GROUP

X [Signature]
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Ill)
) SS
COUNTY OF Cook)

On this 15th day of October, 2009 before me, the undersigned Notary Public, personally appeared Timothy McEnery, Manager of Cooper's Hawk Holding, LLC, Manager of Cooper's Hawk South Barrington 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 Orland Park, Ill

Notary Public in and for the State of Ill

My commission expires 6/7/10



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

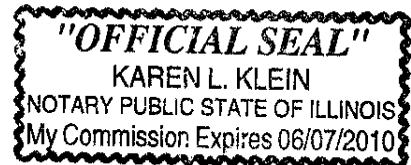
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 15th day of October, 2009 before me, the undersigned Notary Public, personally appeared STEVEN P. BELES and known to me to be the VICE PRESIDENT, authorized agent for **Bridgeview Bank Group** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Bridgeview Bank Group**, duly authorized by **Bridgeview Bank Group** 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 **Bridgeview Bank Group**.

By Karen L Klein Residing at Orland Park IL

Notary Public in and for the State of IL

My commission expires 6/7/10



Cook County Clerk's Office