



Doc#: 0933708043 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/03/2009 07:37 AM Pg: 1 of 4

RECORDATION REQUESTED BY:
HINSDALE BANK & TRUST
CO.
25 E. FIRST STREET
HINSDALE, IL 60521

WHEN RECORDED MAIL TO:
HINSDALE BANK & TRUST
CO.
25 E. FIRST STREET
HINSDALE, IL 60521

SEND TAX NOTICES TO:
HINSDALE BANK & TRUST
CO.
25 E. FIRST STREET
HINSDALE, IL 60521

FOR RECORDER'S USE ONLY

R12 00005

This Modification of Mortgage prepared by:
Mary Ann Pienta 580000826-1
HINSDALE BANK & TRUST CO.
25 E. FIRST STREET
HINSDALE, IL 60521



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 5, 2009, is made and executed between SWZ Properties LLC (referred to below as "Grantor") and HINSDALE BANK & TRUST CO., whose address is 25 E. FIRST STREET, HINSDALE, IL 60521 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 1, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Document Nos. 0930108009 and 0930108008 recorded October 28, 2009.

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

UNITS 31-C AND 31-1/2 IN BURLINGTON CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 608, 609, 610 AND THE WEST 10 FEET OF LOT 611 IN BLOCK 12 IN THIRD DIVISION SUBN IN SECTION 36, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25713589; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 31-C & 31-1/2 E. Burlington, Burlington, IL 60546.

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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 endorser 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 NOVEMBER 5, 2009.

GRANTOR:

SWZ PROPERTIES LLC

By: 

Scott W. Zimmer, Manager of SWZ Properties LLC

LENDER:

HINSDALE BANK & TRUST CO.

x 

Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

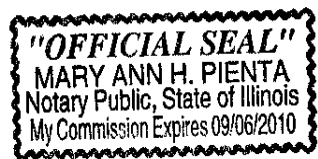
STATE OF Ill)
) SS
 COUNTY OF Au Page)

On this 5th day of November, 2005 before me, the undersigned Notary Public, personally appeared **Scott W. Zimmer, Manager of SWZ Properties 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 Mary Ann H. Pienta Residing at Ill

Notary Public in and for the State of Ill

My commission expires _____



COOK County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

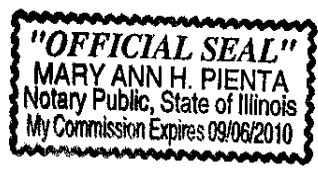
STATE OF IL)
) SS
 COUNTY OF DeW Page)

On this 25 day of November, 2009 before me, the undersigned Notary Public, personally appeared EDWARD J. FARRELL and known to me to be the SR. V.P., authorized agent for **HINSDALE BANK & TRUST CO.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **HINSDALE BANK & TRUST CO.**, duly authorized by **HINSDALE BANK & TRUST CO.** 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 **HINSDALE BANK & TRUST CO.**

By Mary Ann H. Pienta Residing at IL

Notary Public in and for the State of _____

My commission expires _____



Cook County Clerk's Office