

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

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



Doc#: 0934308093 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/09/2009 07:26 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Mark Properties, Inc
2918 S. Wentworth
Chicago, IL 60618

FOR RECORDER'S USE ONLY

H25194638
This Modification of Mortgage prepared by:
Angela L. Cook, SLA- #7545680-12 SMF
OXFORD BANK & TRUST
1111 W. 22nd Street, Suite 800
Oak Brook, IL 60523

CTIC-HE*4*

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 1, 2009, is made and executed between Mark Properties, Inc., AN ILLINOIS CORPORATION, whose address is 2918 S. Wentworth, Chicago, IL 60618 (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 September 27, 2007 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded in the office of the Cook County Recorder on October 9, 2007 as document no. 0728215128; a Modification of Mortgage dated October 1, 2008 to reduce the principal balance of the loan to \$513,750.00 and extend the maturity date to October 1, 2009, recorded on December 4, 2008 and known as recording #0833908201.

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

LOTS, 1, 2, 3, 4 AND 5 IN RYAN AND MAHER'S WESTERN AVENUE BOULEVARD SUBDIVISION OF LOT 9 IN IGLEHART'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4500 S. WESTERN AVENUE, CHICAGO, IL 60609. The Real Property tax identification number is 19-01-420-087-0000, 19-01-420-088-0000, 19-01-420-089-0000, 19-01-420-090-0000, 19-01-420-091-0000.

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

The maturity date of the promissory note and mortgage is extended from October 1, 2009 to October 1, 2010. The principal loan balance of the promissory note and mortgage is being reduced from \$513,750.00

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 7545680-12

Page 2

to \$323,750.00. All other terms and conditions 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 OCTOBER 1, 2009.

GRANTOR:

MARK PROPERTIES INC.

By:


Dale Mark, President of Mark Properties, Inc.

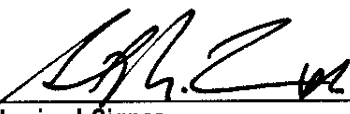
By:


Danny Mark, Vice President/Secretary of Mark Properties, Inc.

LENDER:

OXFORD BANK & TRUST

X


Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 7545680-12

Page 3

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 17th day of October, 2009 before me, the undersigned Notary Public, personally appeared **Dale Mark, President of Mark Properties, Inc. and Danny Mark, Vice President/Secretary of Mark Properties, Inc.**, and known to me to be authorized agents 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 they are 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 6-19-11



Notary Public of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 7545680-12

Page 4

LENDER ACKNOWLEDGMENT

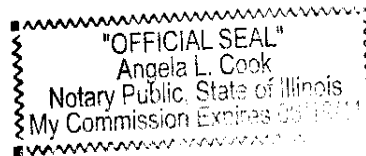
STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 15 day of October, 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 6-19-11



Deputy Clerk's Office