

MODIFICATION OF MORTGAGE

WHEREAS, Commerce Bank, N.A. ("Grantee") is the owner and holder of a certain Mortgage executed by Charles J. Metz II ("Grantor") of St. Louis, Missouri dated the 2nd day of November, 2009, to secure payment of a note for the total Principal amount of Four Hundred Seventy-nine Thousand One Hundred Five and 32/100 Dollars (\$479,105.32) with interest thereon, which Mortgage is recorded as Document No. 0932208302 of the land records in Cook County, State of Illinois and described the following lands situated in said County and State:

(SEE ATTACHED EXHIBIT A)

and

③
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WHEREAS, Grantor has requested of Grantee the ability to obtain future advances and to have such future advances secured by the Mortgage; and

WHEREAS, Grantee has agreed to allow Grantor to have future advances, provided such future advances are secured by the Mortgage; and

WHEREAS, Grantor and Grantee desire to modify the Mortgage by the addition of a provision in the Mortgage to allow Grantor to obtain future advances and to have those future advances secured to the Grantee by the Mortgage;

NOW, THEREFORE, Grantor and Grantee agree to modify the Mortgage by adding the following provision to the Mortgage, to wit:

"FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon."

All other terms and conditions of the original and Mortgage including, but not limited to demand features, balloon provisions, events of default and waiver, shall continue in full force and effect including all the rights and remedies reserved to the holder of the note in the event of any default.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals this 1st day of December, 2009.

UNOFFICIAL COPY

Charles J. Metz, II
505 North McClurg Court Apt 4301
Chicago, IL 60611

Exhibit A


Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

PARCEL 1:

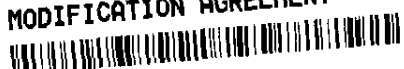
UNITS 4301 AND P-553 IN PARKVIEW AT RIVER EAST CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF BLOCK 3 IN CITYFRONT CENTER BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106320; WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0811410154 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT FOR PARKVIEW RECORDED APRIL 23, 2008 AS DOCUMENT NUMBER 0811410152 AND AMENDED AND RESTATED DECLARATION OF RECIPROCAL EASEMENT, RECORDED MAY 19, 2008 AS DOCUMENT NUMBER 0814016058.

 METZ, II IL
41403207

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request

Cook County Clerk's Office