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Doc#: 1000656013 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/06/2010 11:59 AM Pg: 1 of 4

RECORDATION REQUESTED BY:
BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL
60712-3631

WHEN RECORDED MAIL TO:
BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL
60712-3631

SEND TAX NOTICES TO:
BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL
60712-3631

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 26, 2009, is made and executed between A.S.B. PROPERTIES LLC, whose address is 3900 W. CHASE, LINCOLNWOOD, IL 60712 (referred to below as "Grantor") and BRICKYARD BANK, whose address is 6676 N. LINCOLN AVENUE, LINCOLNWOOD, IL 60712-3631 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 26, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE DATED 11-26-08 AND RECORDED 12-08-08 AS DOCUMENT NUMBER 0834326001 FROM A.S.B. PROPERTIES LLC TO BRICKYARD BANK IN THE AMOUNT OF \$3,197,011.08.

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

LOT 8 (EXCEPT THE SOUTH 7 FEET THEREOF TAKEN FOR WIDENING OF DEVON AVENUE) IN JOHN PROESEL ESTATE PARTITION, BEING A SUBDIVISION OF SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3640 WEST DEVON, LINCOLNWOOD, IL 60712. The Real Property tax identification number is 10-35-333-001-0000.

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

EXTEND MATURITY DATE TO MAY 26, 2010; CHANGE INTEREST RATE TO 7.25% FIXED. THIS MODIFICATION IS EVIDENCED BY A NEW PROMISSORY NOTE DATED NOVEMBER 26, 2009 IN THE AMOUNT OF \$1,598,505.54.

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

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

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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 NOVEMBER 26, 2009.

GRANTOR:

A.S.B. PROPERTIES LLC

By: 

ANNA BASIC, Manager of A.S.B. PROPERTIES LLC

By: 

STJEPAN BASIC, Manager of A.S.B. PROPERTIES LLC

LENDER:

BRICKYARD BANK

X 

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

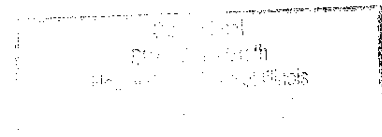
STATE OF IL)
)
 COUNTY OF Cook) SS
)

On this 30th day of December, 09 before me, the undersigned Notary Public, personally appeared **ANNA BASIC, Manager of A.S.B. PROPERTIES LLC and STJEPAN BASIC, Manager of A.S.B. PROPERTIES LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at 5928 Colebrook
60053

Notary Public In and for the State of IL

My commission expires 10/6/10



Cook County Clerk's Office

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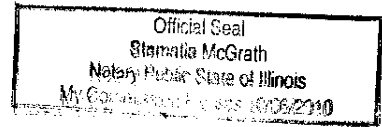
MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
)
) SS
 COUNTY OF Cook)

On this 30th day of December, 09 before me, the undersigned Notary Public, personally appeared Rakesh Shah and known to me to be the Loan Officer, authorized agent for **BRICKYARD BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BRICKYARD BANK**, duly authorized by **BRICKYARD BANK** 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 **BRICKYARD BANK**.

By [Signature] Residing at 8928 Dallenwood
60053
 Notary Public in and for the State of IL
 My commission expires 10/5/10



Cook County Clerk's Office