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RECORDATION REQUESTED BY:

AMERICAN HEARTLAND
BANK AND TRUST
799 HEARTLAND DRIVE
P.O. BOX 350
SUGAR GROVE, IL 60554

WHEN RECORDED MAIL TO:

AMERICAN HEARTLAND
BANK AND TRUST
799 HEARTLAND DRIVE
P.O. BOX 350
SUGAR GROVE, IL 60554



Doc#: 1006133023 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/02/2010 08:55 AM Pg: 1 of 4

AM
1004213

This Modification of Mortgage prepared by:
AMERICAN HEARTLAND BANK AND TRUST
799 HEARTLAND DRIVE, P.O. BOX 350
SUGAR GROVE, IL 60554

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2010, is made and executed between LUXUS HOMES DEVELOPMENT, LLC, an Illinois limited liability company, whose address is 2500 EAST DEVON, STE. 250, DES PLAINES, IL 60018 (referred to below as "Grantor") and AMERICAN HEARTLAND BANK AND TRUST, whose address is 799 HEARTLAND DRIVE, P.O. BOX 350, SUGAR GROVE, IL 60554 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 30, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED FEBRUARY 11, 2004 AS DOCUMENT NO: 0404226020 AND BY THE MODIFICATION OF MORTGAGE DATED FEBRUARY 1, 2007 RECORDED FEBRUARY 20, 2007 AS DOCUMENT #0705133091 IN THE COOK COUNTY RECORDER OF DEEDS OFFICE.

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

LOT 9 IN FOREST EDGE ADDITION TO WHEELING BEING A SUBDIVISION IN THE EAST HALF OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 1, 1953 AS DOCUMENT #15782079 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 245 Edgewood Drive, Wheeling, IL 60090. The Real Property tax identification number is 03-02-201-019-0000.

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

MATURITY DATE OF THE MORTGAGE IS CHANGED TO FEBRUARY 1, 2011.

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

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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 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 FEBRUARY 1, 2010.

GRANTOR:

LUXUS HOMES DEVELOPMENT, LLC

By: _____

WALDEMAR WYSZYNSKI, Member of LUXUS HOMES DEVELOPMENT, LLC

LENDER:

AMERICAN HEARTLAND BANK AND TRUST

x _____

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

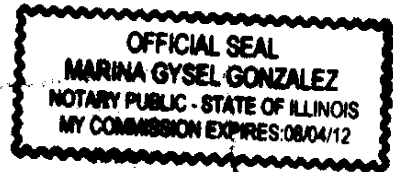
LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Kane)

On this 23rd day of February, 2010 before me, the undersigned Notary Public, personally appeared Steven A. Ruby and known to me to be the V.P., authorized agent for **AMERICAN HEARTLAND BANK AND TRUST** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **AMERICAN HEARTLAND BANK AND TRUST**, duly authorized by **AMERICAN HEARTLAND BANK AND 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 **AMERICAN HEARTLAND BANK AND TRUST**.

By Marina Gysel Gonzalez Residing at _____
 Notary Public in and for the State of Illinois

My commission expires _____



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 County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL)
)
COUNTY OF Cook) SS
)

On this 11 day of February, 2010 before me, the undersigned Notary Public, personally appeared **WALDEMAR WYSZYŃSKI**, Member of **LUXUS HOMES DEVELOPMENT, 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 2700 E. Devon, JTB 210
Des Plaines IL 60018

Notary Public in and for the State of _____

My commission expires _____

