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RECORDATION REQUESTED BY:

ELGIN STATE BANK
Randall Road
1001 S RANDALL RD
PO BOX 541
ELGIN, IL 60121-0541

Doc#: 1012715000 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/07/2010 08:15 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

ELGIN STATE BANK
Randall Road
1001 S RANDALL RD
PO BOX 541
ELGIN, IL 60121-0541

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Operations
ELGIN STATE BANK
1001 S. Randall Road
Elgin, IL 60123

MODIFICATION OF MORTGAGE



#####074003312010#####

THIS MODIFICATION OF MORTGAGE dated March 31, 2010, is made and executed between JR Restoration, Inc., whose address is 6144 N. Winthrop, Chicago, IL 60660 (referred to below as "Grantor") and ELGIN STATE BANK, whose address is 1001 S RANDALL RD, PO BOX 541, ELGIN, IL 60121-0541 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 30, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded March 10, 2009 in the Office of the Cook Recorder as Document #0906911156.

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

LOTS 1 AND 2 IN BLOCK 6 IN ORCHARD RIDGE ADDITION TO SOUTH HARVEY, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2120 West 170th Street, Hazel Crest, IL 60429. The Real Property tax identification number is 29-30-121-038-0000 (lot 1) and 29-30-121-039-0000 (lot 2).

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

This modification of Mortgage reflects the following paragraphs to hereby be added to the Mortgage:

SPS M SCS E INT

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

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NEGATIVE COVENANT: Grantor warrants that Grantor holds good and marketable title of record to the Real Property is fee simple, free and clear of all liens, Security Interests and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage. Grantor covenants and agrees with Lender that while this Mortgage is in effect, Grantor shall not, without the prior written consent of Lender, or as otherwise provided for herein: sell, transfer, mortgage, assign, pledge, lease, grant a Security Interest in, or create, suffer or permit any encumbrance of the Real Property. As used herein, a "Security Interest" includes any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

In addition add PIN # 29-30-121-038-0000 to the Mortgage. 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 MARCH 31, 2010.

GRANTOR:

JR RESTORATION, INC.

By: 

Ryszard Gabrel, President/Secretary of JR Restoration, Inc.

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

ELGIN STATE BANK

x *Archie Kelly, Atty*
Authorized Signer

CORPORATE ACKNOWLEDGMENT

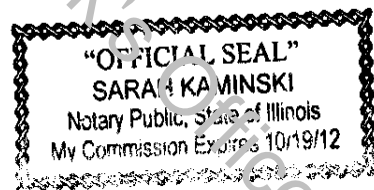
STATE OF IL)
) SS
COUNTY OF Kane)

On this 31 day of March, 2010 before me, the undersigned Notary Public, personally appeared **Ryszard Gabrel, President/Secretary of JR Restoration, Inc.**, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By *Sarah Kaminski* Residing at Elgin

Notary Public in and for the State of IL

My commission expires 10-19-12



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

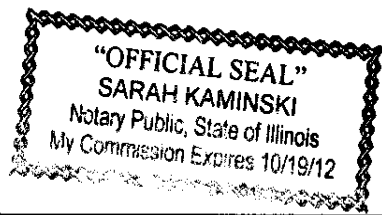
STATE OF IL)
) SS
 COUNTY OF Kane)

On this 31 day of March, 2010 before me, the undersigned Notary Public, personally appeared Andrew Killinger and known to me to be the AUP, authorized agent for **ELGIN STATE BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **ELGIN STATE BANK**, duly authorized by **ELGIN STATE 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 **ELGIN STATE BANK**.

By Sarah Kaminski Residing at Elgin

Notary Public in and for the State of IL

My commission expires 10-19-12



PROPERTY OF COOK COUNTY CLERK'S OFFICE