## **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:

OXFORD BANK & TRUST Corporate Office 1111 W. 22nd Street, Suite 800

WHEN RECORDED MAIL TO:

Oak Brook, IL 60523

**OXFORD BANK & TRUST** 

**Corporate Office** 

1111 W. 22nd Street, Suite

800

Oak Brook, IL 60523

Doc#: 1015808287 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 06/07/2010 02:14 PM Pg: 1 of 4

SEND TAX NOTICES TO:

460 Berkeley Development

Company, LLC

24 W. Chicago Ave. #B

Hinsdale, IL 60521

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:

Michelle S. Kras, Operations Officer # 1545009-3 TES

**OXFORD BANK & TRUST** 

1111 W. 22nd Street, Suite 800

Oak Brook, IL 60523

ORIGINAL

#### MODIFICATION OF MORTGAGE

RJ30539

THIS MODIFICATION OF MORTGAGE dated April 1, 2010, is made and executed between 460 Berkeley Development Company, LLC, an Illinois Limited Liability Company, whose address is 24 W. Chicago Ave. #B, Hinsdale, IL 60521 (referred to below as "Grantor") and OXFORD BANK & FRUST, 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 April 12, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

AS RECORDED ON 4-25-2007 AS DOCUMENT # 0711533006 AS MODIFIED FROM TIME TO TIME.

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

LOT 26 IN BLOCK 2 IN WINNETKA MANOR, BEING A SUBDIVISION OF THE SOUTH 45 ACRES OF THE WEST 90 ACRES OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 460 Berkeley Avenue, Winnetka, IL 60093. The Real Property tax identification number is 05-20-111-025-0000.

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

THE MATURITY DATE IS BEING REMOVED FROM THE MORTGAGE AT THIS TIME. THE MORTGAGE WILL REMAIN IN PLACE UNTIL PAID IN FULL. ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

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## JNOFFICI*A*

#### MODIFICATION OF MORTGAGE

Loan No: 7549009-3

(Continued)

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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 of e-wise 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 70 ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 1, 2010.

GRANTOR:

460 BERKELEY DEVELOPMENT COMPANY, LLC

CHICAGO, CARITAL REAL ESTATE INVESTMENT COMPANY, Member of

(èlòpment Company, LLC 460 Berkeley D

By:

Clart's Office President of Chicago Capital Real Estate George Adamczyk

**Investment Company** 

LENDER:

**OXFORD BANK & TRUST** 

Authorized Signer

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# UNOFFICIAL COL MODIFICATION OF MORTGAGE

Loan No: 7549009-3 (Continued)

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LIMITED LIABILITY	COMPANY ACKNOWLEDGMENT
STATE OF ILLINOIS	1
STATE OF /LLINOIS	
COUNTY OF COOK	)
of the limited liability company that executed the bette free and voluntary set and deed of the organization or its operating agreement, for the	President of Chicago Capital Real Estate Investment Company by, LLC, and known to me to be a member or designated agent the Modification of Mortgage and acknowledged the Modification e limited liability company, by authority of statute, its articles of the suses and purposes therein mentioned, and on oath stated that ication and in fact executed the Modification on behalf of the Residing at

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### MODIFICATION OF MORTGAGE

Page 4 (Continued) Loan No: 7549009-3 LENDER ACKNOWLEDGMENT ) STATE OF \_\_\_\_\_ ) SS ) COUNTY OF \_\_\_\_\_ \_\_\_\_\_ and known to me to be the \_\_\_\_\_ and known to me to be the \_\_\_\_\_ Public, personally appraied , authorized egent 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. Residing at \_\_\_\_\_ Ву \_\_\_\_\_\_ Notary Public in and for the State of My commission expires \_

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