

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Community  
Bank-Wheaton/Glen Ellyn  
Glen Ellyn Facility  
357 E. Roosevelt Road  
Glen Ellyn, IL 60137



Doc#: 1025826181 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/15/2010 01:40 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Community  
Bank-Wheaton/Glen Ellyn  
Glen Ellyn Facility  
357 E. Roosevelt Road  
Glen Ellyn, IL 60137

**SEND TAX NOTICES TO:**

**FOR RECORDER'S USE ONLY**

1410 - 008393962

**This Modification of Mortgage prepared by:**

Virginia Knight  
Community Bank-Wheaton/Glen Ellyn  
357 E. Roosevelt Road  
Glen Ellyn, IL 60137

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 31, 2010, is made and executed between 210 Chicago, L.L.C. (referred to below as "Grantor") and Community Bank-Wheaton/Glen Ellyn, whose address is 357 E. Roosevelt Road, Glen Ellyn, IL 60137 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 1, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 12/07/2007 with Cook County Recorder of Deeds .

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

THE WEST 100 FEET OF THE EAST 156 FEET OF LOT 3 IN BLOCK 9 IN JOHN JOHNSTON JR.'S ADDITION TO AUSTIN, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 206-212 Chicago Ave., Oak Park, IL 60302-2313.  
The Real Property tax identification number is 16-05-323-024-0000.

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

Extend Maturity Date to 08/31/2015 and Interest Rate of 6.00%

SC  
P  
S  
SC  
HNT  
BOX 333-CT  
ICB

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## MODIFICATION OF MORTGAGE

Loan No: 7636202-9002

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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 behalf of any other persons permitted to redeem the property.

**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 AUGUST 31, 2010.**

**GRANTOR:**

210 CHICAGO, L.L.C.

By:

  
Jerome J. Mader, Member/Manager of 210 Chicago, L.L.C.

  
Lawrence W. Rudis, Member/Manager of 210 Chicago, L.L.C.

**LENDER:**

**COMMUNITY BANK-WHEATON/GLEN ELLYN**

x

  
Steve Wehmuller, Vice President

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 7636202-9002

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF DAVAGE )

On this 31<sup>st</sup> day of AUGUST, 2010 before me, the undersigned Notary Public, personally appeared **Jerome J. Mader, Member/Manager of 210 Chicago, L.L.C. and Lawrence W. Rudis, Member/Manager of 210 Chicago, L.L.C.**, 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 Steve Wehmuller Residing at 357 Roosevelt Rd, Glen Ellyn, IL

Notary Public in and for the State of IL

My commission expires 5/31/11



NOTARY PUBLIC OF COOK COUNTY Clerk's Office

LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
COUNTY OF DUPAGE )

On this 31<sup>ST</sup> day of AUGUST, 2010 before me, the undersigned Notary Public, personally appeared **Steve Weihmuller** and known to me to be the **Vice President**, authorized agent for **Community Bank-Wheaton/Glen Ellyn** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Community Bank-Wheaton/Glen Ellyn**, duly authorized by **Community Bank-Wheaton/Glen Ellyn** 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 **Community Bank-Wheaton/Glen Ellyn**.

By *Virginia Knight* Residing at COOK  
Notary Public in and for the State of IL

My commission expires \_\_\_\_\_

