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Doc#: 1032615105 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/22/2010 02:20 PM Pg: 1 of 4

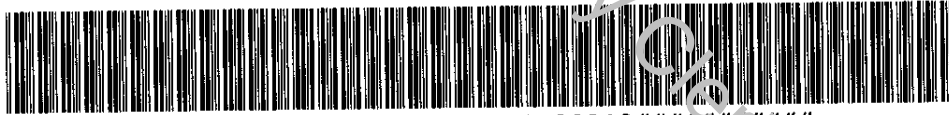
RECORDATION REQUESTED BY:
ELGIN STATE BANK
Randall Road
1001 S RANDALL RD
PO BOX 541
ELGIN, IL 60121-0541

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 RD
ELGIN, IL 60121-0541

MODIFICATION OF MORTGAGE



#####074010182010#####

THIS MODIFICATION OF MORTGAGE dated October 18, 2010, is made and executed between The Larkin Center, an Illinois Not-For-Profit Corporation, whose address is 1212 Larkin Avenue, Elgin, IL 60123 (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 15, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded January 5, 2007 at the office of the Cook County Recorder as Document No. 0700510063.

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

LOT 6 IN SHADY OAKS SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 455 Shady Oaks Drive, Elgin, IL 60120. The Real Property tax identification number is 06-07-404-006.

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

S
P
M
SC
E
INT

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

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To add the following paragraphs:

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.

REVOLVING LINE OF CREDIT. This Mortgage secures the Indebtedness including, without limitation, a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents.

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 remain 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 OCTOBER 18, 2010.

GRANTOR:**THE LARKIN CENTER, AN ILLINOIS NOT-FOR-PROFIT CORPORATION**By: 

Dennis L. Graf, Executive Director of The Larkin Center, an Illinois Not-For-Profit Corporation

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

ELGIN STATE BANK

X *Paul Kell, AUP*
Authorized Signer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF McHenry)

On this 18th day of October, 2010 before me, the undersigned Notary Public, personally appeared **Dennis L. Graf, Executive Director of The Larkin Center, an Illinois Not-For-Profit Corporation**, 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 *Karen Jones* Residing at McHenry

Notary Public in and for the State of Illinois

My commission expires 5-21-14



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

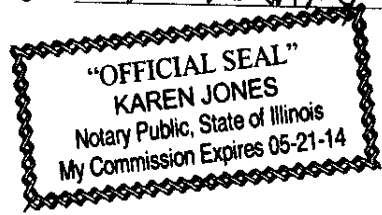
STATE OF Illinois)
) SS
 COUNTY OF McHenry)

On this 18th day of October, 2010 before me, the undersigned Notary Public, personally appeared Andrew Killinger and known to me to be the NVP, 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 Karen Jones Residing at McHenry

Notary Public in and for the State of Illinois

My commission expires 5-21-14



McHenry County Clerk's Office