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1034126113

Doc#: 1034126113 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/07/2010 10:41 AM Pg: 1 of 4

838A590/OP-1U

WHEN RECORDED MAIL TO:
MARQUETTE BANK
Corporate Center
10000 West 151st Street
Orland Park, IL 60462

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Credit Administration Dept.
MARQUETTE BANK
10000 West 151st Street
Orland Park, IL 60462

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 18, 2010, is made and executed between CP Management Services, Inc., an Illinois Corporation, whose address is 7630 S. County Line Road, Burr Ridge, IL 60527 (referred to below as "Grantor") and MARQUETTE BANK, whose address is 10000 West 151st Street, Orland Park, IL 60462 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 2, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the office of the Cook County Recorder of Deeds on August 8, 2007 as Document Number 0722035039.

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

Parcel 1:

Lots 19, 20, 21 and 22 in Block 3 in the Village of Orland (formerly Sedgwick), a Subdivision of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The Westerly 2.0 feet of that part of the North and South 16.0 foot wide public alley lying Easterly of and adjacent to the Easterly line of Lot 22 in Block 3 in Sedgwick Subdivision of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, said partial alley vacating being a strip of land measuring 2.0 feet in an East and West direction and measuring 100.0 feet in a North and South direction commencing at the South line of 143rd Street and terminating at the North line of the East and West Public alley in said Block 3, and commencing at the East line of said Lot 22 and terminating at a point 2.0 feet East of said East line of Lot 22, all in said Block 3 in Sedgwick Subdivision, in Cook County, Illinois

The Real Property or its address is commonly known as 9915-17 W. 143rd St., Orland Park, IL 60462. The Real Property tax identification number is 27-09-201-004, 27-09-201-005-0000, 27-09-201-006-0000 and 27-09-201-007-0000.

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

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P
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SC
INT

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

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This Modification increases the amount of the Promissory Note referenced in the original mortgage from \$100,000.00 to \$230,000.00 and is evidenced by a Promissory Note dated August 18, 2008 in the amount of \$230,000.00. In addition, this Modification changes the interest rate from a variable interest rate based upon an index, to a rate of 6.99% fixed until paid in full. Payments on the Note are to be made in accordance with the repayment schedule as specified therein. NOTICE: Under no circumstances shall the interest rate on the Mortgage be more than the maximum rate allowed by applicable law.

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 of 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.

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

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:

CP MANAGEMENT SERVICES, INC.

By: 

Roger L. Collins, Secretary of CP Management Services, Inc.

By: 

Raynold T. Petrocelli, President of CP Management Services, Inc.

By: 

Joseph R. Kobel, Jr., Treasurer of CP Management Services, Inc.

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

MARQUETTE BANK

X *[Signature]*
Authorized Signer

CORPORATE ACKNOWLEDGMENT

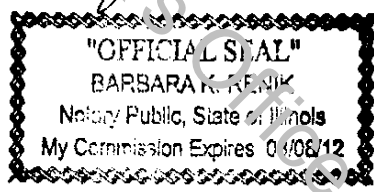
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 26th day of November, 2010 before me, the undersigned Notary Public, personally appeared **Roger L. Collins, Secretary of CP Management Services, Inc.; Raynold T. Petrocelli, President of CP Management Services, Inc.; and Joseph R. Kobel, Jr., Treasurer of CP Management Services, Inc.**, and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By *Barbara K. Renik* Residing at *Marquette Bank*

Notary Public in and for the State of Illinois

My commission expires 8/8/12



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

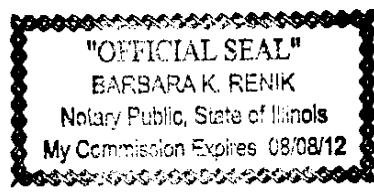
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 26th day of November, 2010 before me, the undersigned Notary Public, personally appeared Eric DeNaut and known to me to be the VP, authorized agent for **MARQUETTE BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MARQUETTE BANK**, duly authorized by **MARQUETTE 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 **MARQUETTE BANK**.

By Barbara K. Renik Residing at Marquette Bank

Notary Public in and for the State of Illinois

My commission expires 8/8/12



Cook County Clerk's Office