

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

**OXFORD BANK & TRUST**  
Corporate Office  
1111 W. 22nd Street, Suite  
800  
Oak Brook, IL 60523



**WHEN RECORDED MAIL TO:**

**OXFORD BANK & TRUST**  
Corporate Office  
1111 W. 22nd Street, Suite  
800  
Oak Brook, IL 60523

Doc#: 1036308786 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/29/2010 02:27 PM Pg: 1 of 4

**SEND TAX NOTICES TO:**

**OXFORD BANK & TRUST**  
Corporate Office  
1111 W. 22nd Street, Suite  
800  
Oak Brook, IL 60523

**FOR RECORDER'S USE ONLY**

*H25244678*  
This Modification of Mortgage prepared by:

Rebecca Lynd, Loan Processor - 7545680-12 - SMF  
**OXFORD BANK & TRUST**  
1111 W. 22nd Street, Suite 800  
Oak Brook, IL 60523

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated October 1, 2010, is made and executed between Mark Properties, Inc., whose address is 2918 S. Wentworth, Chicago, IL 60616 (referred to below as "Grantor") and **OXFORD BANK & TRUST**, 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 September 27, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the office of the Cook County Recorder on October 9, 2007 as document no. 0728215128 as Modified from Time to Time.

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

LOTS, 1, 2, 3, 4 AND 5 IN RYAN AND MAHER'S WESTERN AVENUE BOULEVARD SUBDIVISION OF LOT 9 IN IGLEHART'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4500 S. Western Ave., Chicago, IL 60609. The Real Property tax identification number is 19-01-420-087, 19-01-420-088, 19-01-420-089, 19-01-420-090 and 19-01-420-091.

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

The Principal Balance has been increased to \$345,613.70. Extend the maturity date of the Promissory Note from October 1, 2010 to October 1, 2011. The maturity date of the Mortgage is being removed at

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

Loan No: 7545680-12

Page 2

this time. The Mortgage will remain in place until paid in full. The loan is being converted from an interest only loan to a principal plus interest loan. In addition to Interest payments, Principal payments in the amount of \$1,000.00 will be due on the 1st of each month beginning on November 1, 2010 and will continue until paid in full or maturity on October 1, 2011. All other terms and conditions will 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 OCTOBER 1, 2010.**

GRANTOR:

MARK PROPERTIES, INC.

By: 

Dale Mark, President of Mark Properties, Inc.

By: 

Danny Mark, Secretary of Mark Properties, Inc.

LENDER:

OXFORD BANK &amp; TRUST

X 

Authorized Signer

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 7545680-12

Page 3

### CORPORATE ACKNOWLEDGMENT

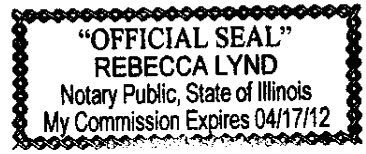
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Will )

On this 13<sup>th</sup> day of October, 2010 before me, the undersigned Notary Public, personally appeared **Dale Mark, President of Mark Properties, Inc. and Danny Mark, Secretary of Mark Properties, 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 Rebecca Lynd Residing at Willet

Notary Public in and for the State of Ill

My commission expires 4/17/12



Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 7545680-12

Page 4

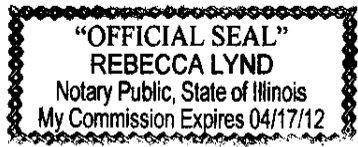
### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Will ) SS  
 )

On this 19<sup>th</sup> day of October, 2010 before me, the undersigned Notary Public, personally appeared Steve Frank and known to me to be the Vice President, authorized agent 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**.

By Rebecca Lynd Residing at Will

Notary Public in and for the State of Illinois  
 My commission expires 4/17/12



Cook County Clerk's Office