UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY: AND RECORD AND RETURN TO:

Katherine M. Hoffman, Loan Specialist Park Ridge Community Bank 626 Talcott Road P.O. BOX 829 Chicago, IL 60606 1187/2667

Doc#: 1103926071 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 02/08/2011 10:16 AM Pg: 1 of 6

ADDRESS OF PRCPERTY:

6100-14 N. Seeley Ave.10 : Chicago, IL 60659

REPUBLIC TITLE COMPANY 1941 ROHLWING ROAD ROLLING MEADOWS, IL 60008

PIN: 14-06-119-008-0000

R012511-2

For Recorders Use Only

MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS made as of December 28, 2010 (this "Modification Agreement"), by and between Zachariah George and Susan George (the "Mortgagor") and PARK RIDGE COMMUNITY BANK (the "Mortgagee"):

RECITALS

Mortgagee provided a \$2,050,000.00 line of credit (the "Loan") to the Mortgagor, as evidenced by a Promissory Note dated as of September 21, 2007 payable to Mortgagee which was subsequently modified and decreased to \$1,940,000.00 pursuant to the Modification Agreement dated August 21, 2008, and later modified pursuant to the Modification Agreement of Promissory Note dated July 6, 2009. The Loan has been additionally modified pursuant to the amended and restated Promissory Note dated December 28, 2010 (the "Amended Note").

Repayment of the Loan is secured, in part, by that certain Mortgage (the "Mortgage") and Assignment of Rents (the "Assignment of Rents"), both dated as of September 21, 2007, and recorded in the Office of the Recorder of Cook County, Illinois as Document Nos. 0726802195 and 0726802196, respectively, which encumber certain real estate located in Cook County, Illinois, and legally described on Exhibit A attached hereto (the "Mortgaged Property").

The parties hereto desire to enter into this Modification Agreement for the purpose of modifying the Mortgage and Assignment of Rents to accurately reflect that the "Amended Note" is secured thereby.

1103926071 Page: 2 of 6

UNOFFICIAL CO

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- The recital provisions are incorporated herein by reference and made a part hereof. 1.
- Wherever the term "Note" appears in the Mortgage and Assignment of Rents, the term 2. "Amended Note" is hereby substituted therefor. The Mortgage as modified by this Modification Agreement secures payment of the "Amended Note" and all extensions, renewals and modifications, thereof.
- Except as hereinabove otherwise provided, all terms and provisions of the Mortgage and 3. Assignment of Rents shall remain unchanged and in full force and effect and shall be binding ies her

 Cook County Clark's Office upon the parties hereto, their successors and assigns.

1103926071 Page: 3 of 6

UNOFFICIAL C

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement as of the date set forth above.

MORTGAGOR:

Printed Name and Title: Zachariah George, Individually

Printed Name and Title:

Susan George, Individually

Printed Name and Title:

1103926071 Page: 4 of 6

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Zachariah George and Susan George, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notary seal as of the 28th day of December, 2010.

OFFICIAL SEAL TIMOTHY J COYNE NOTARY PUBLIC - STATE OF ILLINOIS NOT COMMISSION EXPIRES:06/09/12

Notatry Public

Commission Expires:

6-9-2012

1103926071 Page: 5 of 6

UNOFFICIAL COPY

STATE OF ILLINOIS SS: COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Fredric L. Karl, Vice President of Park Ridge Community Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notary seal as of the 28th day of December, 2010.

Coot County Clert's Office

Commission Expires:

6-9-2012

1103926071 Page: 6 of 6

UNOFFICIAL COPY

EXHIBIT "A"

LOTS 9 TO 14 IN IRVING H. FLAMM AND OTHERS ADDITION TO NORTH EDGEWATER BEING A SUBDIVISION OF THAT PART OF SOUTH 60 RODS OF EAST 65 2/3 RODS OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCNIPAL MERIDIAN, LYING NORTH OF CENTER OF NORWOOD STREET (EXCEPT WEST 5 ACRES THEREOF) (EXCEPT THE EAST 4 ACRES THEREOF INCLUDING THAT PART OF SAID TRACT HERETOFORE DEDICATED FOR PUBLIC STREETS) IN COOK COUNTY, ILLINOIS.

PIN: 14-06-119-008-0000

SEELE.

OF COOK COUNTY CLERK'S OFFICE COMMON ADDRESS: 6100-14 N. SEELEY, CHICAGO, IL 60659