

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

ELGIN STATE BANK  
P O BOX 541  
1001 S RANDALL ROAD  
ELGIN, IL 60121-0541



Doc#: 1119419011 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/13/2011 08:17 AM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

ELGIN STATE BANK  
P O BOX 541  
1001 S RANDALL ROAD  
ELGIN, IL 60121-0541

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Loan Operations  
ELGIN STATE BANK  
P O BOX 541  
ELGIN, IL 60121-0541

## MODIFICATION OF MORTGAGE



#####074004302011#####

**THIS MODIFICATION OF MORTGAGE** dated April 30, 2011, is made and executed between JR Restoration, Inc., whose address is 6144 N. Winthrop, Chicago, IL 60660 (referred to below as "Grantor") and ELGIN STATE BANK, whose address is P O BOX 541, 1001 S RANDALL ROAD, ELGIN, IL 60121-0541 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 30, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded March 10, 2009 in the Office of the Cook County Recorder as Document No. 090911160 .

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 10209 South State Street, Chicago, IL 60628. The Real Property tax identification number is 25-10-322-003-0000.

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

The definition of "NOTE" is deleted in its entirety and replaced by:

**NOTE.** The word "Note" means the promissory note dated April 30, 2011 in the original principal amount

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JUL 13 2011  
ELGIN

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(Continued)**

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\$288,382.37, the promissory note dated February 6, 2011, in the original principal amount of \$237,389.58, the promissory note dated March 8, 2010 in the original principal amount of \$195,785.54, and the promissory note dated November 28, 2008 in the original principal amount of \$292,171.16 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement.

THE FOLLOWING PARAGRAPH IS HEREBY ADDED:

**CROSS-DEFAULT.** Should Borrower or any Grantor or Guarantor, or any one of more of them, default under this Loan, or otherwise fail to perform any of their respective obligations under this Loan, it shall also constitute a default under Loan No's 45665600; 45665700; 45665500; 45665000, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions thereof.

**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 APRIL 30, 2011.**

GRANTOR:

JR RESTORATION, INC.

By: 

Ryszard Gabrel, President/Secretary of JR Restoration, Inc.

LENDER:

ELGIN STATE BANK

x 

Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

### CORPORATE ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Kane )

On this 21<sup>st</sup> day of May, 2011 before me, the undersigned Notary Public, personally appeared **Ryszard Gabrel, President/Secretary of JR Restoration, Inc.**, 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 Sarah Kaminski Residing at Elgin

Notary Public in and for the State of IL

My commission expires 10-19-12



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Kane )

On this 24<sup>th</sup> day of May, 2011 before me, the undersigned Notary Public, personally appeared Andrew Killinger and known to me to be the Vice President, 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 Sarah Kaminski Residing at Elgin

Notary Public in and for the State of IL

My commission expires 10-19-12



Notary Public, State of Illinois  
Clerk's Office

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## EXHIBIT A

THE SOUTH 11 FEET OF LOT 82 AND ALL OF LOT 83 IN ROSELAND HEIGHTS, BEING A SUBDIVISION OF ALL OF LOTS 2 AND 3 AND OF THAT PART OF THE SOUTH 5/7 OF LOT 4 LYING WEST OF MICHIGAN AVENUE, IN PETER BOON AND OTHERS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ( EXCEPT THEREFROM A TRACT BEING 63.19 FEET ON THE THE WEST LINE OF MICHIGAN AVENUE 81.42 FEET ON THE SOUTH LINE OF LOT 2) IN COOK COUNTY, ILLINOIS.

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