

UNOFFICIAL COPY

ALBANK MODIFICATION OF MORTGAGE



Doc#: 1220029088 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/18/2012 02:36 PM Pg: 1 of 3

RETURN TO:
Albany Bank & Trust Co
3400 West Lawrence Avenue
Chicago, IL 60625-5188
Attn.: John C. Schellinger
OR BOX 35

THIS MODIFICATION OF MORTGAGE dated July 1, 2012 is made and executed between Tall City, Inc. (referred to below as "Grantor") and Albany Bank & Trust Company, N.A., whose address is 3400 W Lawrence Ave, Chicago, IL 60625 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 6, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on August 11, 2009 as Document Number 0922355015 and re-recorded on January 28, 2010 as Document Number 1002810033

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

ADDRESS: 3100-3102 W. FILLMORE, CHICAGO, ILLINOIS 60612

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF

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

This Modification amends Mortgage dated August 6, 2009 and recorded on August 11, 2009 as Document Number 0922355015 and re-recorded on January 28, 2010 as Document Number 1002810033 per the terms of the Installment Note in the amount of \$285,000.00 of even date herewith

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.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 22, 2012.

GRANTOR:

TALL CITY, INC.

BY: *Sean Harvey*
SEAN HARVEY, ITS PRESIDENT

LENDER:

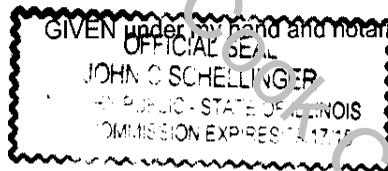
ALBANY BANK AND TRUST COMPANY, N.A.

BY: *John C. Schellinger*
JOHN C. SCHELLINGER
VICE PRESIDENT

GRANTOR ACKNOWLEDGEMENT

State of Illinois)
)SS
County of Cook)

I, the undersigned, a Notary Public in and for and residing in said county, in the State aforesaid, DO HEREBY CERTIFY THAT the above named Sean Harvey who is personally known to me to be the same person(s) whose name(s) subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.



GIVEN under my hand and notarial seal this 9th day of July 2012
John C. Schellinger
Notary Public

LENDER ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me **John C. Schellinger, Vice President of Albany Bank & Trust Company, N.A.**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, including the waiver of rights of redemption and waiver of all rights and benefits under and by virtue of the homestead exemption laws of this state.

GIVEN under my hand and notarial seal this 17th day of July 2012
Michael A. Badell
Notary Public



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EXHIBIT "A"

PARCEL 1: LOT 49 IN BLOCK 6 IN PIPERS SUBDIVISION OF THE SOUTH 45 ACRES OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 50 IN THE SUBDIVISION OF BLOCK 6 IN THE SUBDIVISION OF THE SOUTH 45 ACRES OF THE WEST ½ OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-13-320-015-0000 and 16-13-320-016-0000

COMMONLY KNOWN AS: 3100-3102 W FILLMORE, CHICAGO, ILLINOIS 60612

Property of Cook County Clerk's Office