

RECORDATION REQUESTED BY:

First Bank & Trust
820 Church Street
Evanston, IL 60201

WHEN RECORDED MAIL TO:

First Bank & Trust
820 Church Street
Evanston, IL 60201

SEND TAX NOTICES TO:

Gast Monuments, Inc.
1900 W. Peterson
Chicago, IL 60660

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Yohanan/Kulasic
First Bank & Trust
820 Church Street
Evanston, IL 60201

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 1, 2012, is made and executed between Gast Monuments, Inc., whose address is 1900 W. Peterson, Chicago, IL 60660 (referred to below as "Grantor") and First Bank & Trust, whose address is 820 Church Street, Evanston, IL 60201 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 17, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on January 08, 2004 as a document #0400842201 at Cook County Recorder of Deeds, State of Illinois.

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

LOT 8 (EXCEPT THAT PART LYING SOUTH OF A LINE 67 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 6) AND LOT 9 IN BECKER'S PART OF HIGH RIDGE, BEING A SUBDIVISION OF BLOCKS 27, 28 AND LOT 4 OF BLOCK 29 OF HIGH RIDGE, IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1900 W. Peterson Ave, Chicago, IL 60660. The Real Property tax identification number is 14-06-224-008 & 009.

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

This Modification of Mortgage reflects that the following paragraphs are hereby inserted into the Mortgage and is made a part thereof:

The maturity date as defined in the Mortgage is hereby deleted

Due on Sale. Consent by Lender. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land

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contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS OF THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OR REDEMPTION ON THE GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

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 MAY 1, 2013.

GRANTOR:

GAST MONUMENTS, INC.

By: 

Thomas J. Gast, President of Gast Monuments, Inc.

LENDER:

FIRST BANK & TRUST

x 

Authorized Signer

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CORPORATE ACKNOWLEDGMENT

STATE OF

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COUNTY OF

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On this 1st day of May, 2013 before me, the undersigned Notary Public, personally appeared **Thomas J. Gast, President of Gast Monuments, 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

Simon P. Yohanan

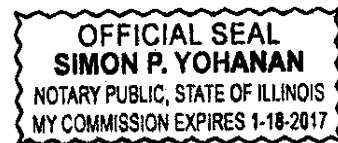
Residing at

First Bank & Trust

Notary Public in and for the State of

IL

My commission expires

01-18-2017

County Clerk's Office

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LENDER ACKNOWLEDGMENTSTATE OF Illinois

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COUNTY OF Cook

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On this 15th day of May, 2013 before me, the undersigned Notary Public, personally appeared Simon Johansen and known to me to be the SVP, authorized agent for **First Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Bank & Trust**, duly authorized by **First 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 **First Bank & Trust**.

By

Residing at

Notary Public in and for the State of IllinoisMy commission expires 8/14/16