



Doc#: 1328326006 Fee: \$42.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/10/2013 09:35 AM Pg: 1 of 3

General

8378334

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MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 24th day of September, 2013, between Harding Group LLC, a Illinois Limited Liability Company, whose address is 1642 West Lunt, Chicago, Illinois 60626 ("Mortgagor"), and STC Capital Bank whose address is 460 South 1st Street, St Charles, Illinois 60174 ("Lender").

STC Capital Bank and Mortgagor entered into a Mortgage dated June 8, 2007 and recorded on February 18, 2009, filed for record in records of COUNTY of COOK, State of Illinois, with recorder's entry number 0904945050 ("Mortgage"). The Mortgage covers the following described real property:

Address: 4936 North Harding Avenue, Chicago, Illinois 60625

Legal Description: LOTS 6 AND 7 (EXCEPT THAT PART IF ANY OF LOT 7 FALLING IN THE SUBDIVISION NORTH AND ADJOINING) IN SCHRIEVER'S SUBDIVISION OF THE NORTH 100 FEET OF THE SOUTH 108 FEET OF THE NORTH 1/2 OF BLOCK 3 IN SPIKINGS SUBDIVISION OF THE WEST 60 ACRES (EXCEPT THE NORTHWEST 13 ACRES) OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID/Sidwell Number: 13-11-313-017-0000

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- * and Assignment of Leases and Rents with recorder's entry number 0904945051. The Indebtedness, if not sooner due, shall be due and payable on September 24, 2018; provided however, that Lender may, in its discretion, extend the maturity date of the Indebtedness from time to time to a date no later than September 24, 2023. Nothing contained herein shall be deemed an agreement, commitment or undertaking by Lender to extend the maturity date..

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of

Initials *UH* *MA*

BOX 333-CT

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UNOFFICIAL COPY

Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

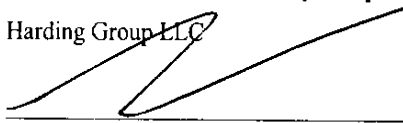
If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Harding Group LLC


(Seal)

By: Marty Max
Its: Manager

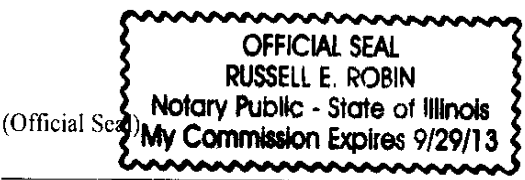
Date

BUSINESS ACKNOWLEDGMENT

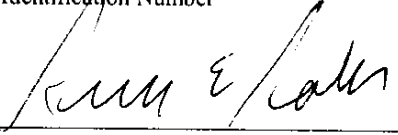
STATE OF ILLINOIS)
COUNTY OF COOK)

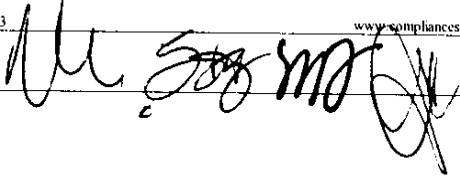
This instrument was acknowledged on the 9/28/13, by Marty Max, Manager on behalf of Harding Group LLC, a Illinois Limited Liability Company, who personally appeared before me. In witness whereof, I hereunto set my hand and official seal.

My commission expires: 9/29/13



Identification Number



Initials 

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LENDER, STC Capital Bank

Christopher Woelffer (Seal)
By: Christopher Woelffer Date
Its: President

BUSINESS ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF *Frank*)

This instrument was acknowledged on the *9/28/13*, by Christopher Woelffer, President on behalf of STC Capital Bank, a(n) Commercial Bank, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: *10/16/15*
Jodi Ariss residing at *725 S. Main*
General, IL 60134

Jodi Ariss
Identification Number

(Official Seal)



Cook County Clerk's Office

THIS INSTRUMENT PREPARED BY:
STC Capital Bank
460 South 1st Street
St Charles, IL 60174

AFTER RECORDING RETURN TO:
STC Capital Bank
460 South 1st Street
St Charles, IL 60174

Initials *SW/ML*