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1999-09-17 10:45:05  
Cook County Recorder 25.50



**WHEN RECORDED MAIL TO:**

Continental Community Bank and  
Trust Company  
411 Madison Street  
Maywood, IL 60153

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Continental Community Bank & Trust Co.  
411 Madison St  
Maywood, IL 60153

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED JULY 20, 1999, BETWEEN THUNDERBIRD PROPERTIES, LLC (referred to below as "Grantor"), whose address is 1341 W FULLERTON, CHICAGO, IL 60614-0000; and Continental Community Bank and Trust Company (referred to below as "Lender"), whose address is 411 Madison Street, Maywood, IL 60153.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated July 8, 1999 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

**MORTGAGE RECORDED JULY 9, 1999 AS DOCUMENT NO. 99057979 AND ASSIGNMENT OF RENTS DATED JULY 8, 1999 AND RECORDED JULY 9, 1999 AS DOCUMENT NO. 99657980**

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

**LOT 33 IN BLOCK 16 IN C.T.YERKE'S SUBDIVISION OF BLOCKS 33 THRU 36 AND 41 THRU 44 OF EXECUTOR'S OF W.E. JONES SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

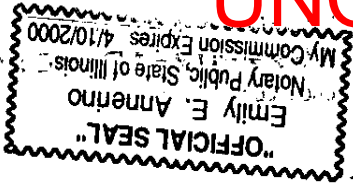
The Real Property or its address is commonly known as 3308 N. DAMEN, CHICAGO, IL 60618-0000. The Real Property tax identification number is 14-19-323-042-0000.

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

**PURPOSE OF THIS MODIFICATION IS TO INCREASE PRINCIPAL BALANCE OF NOTE, MORTGAGE, ASSIGNMENT OF RENTS AND ALL OTHER RELATED DOCUMENTS FROM SEVEN HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$787,500.00) TO EIGHT HUNDRED FORTY THOUSAND DOLLARS (\$840,000.00). ALL OTHER TERMS AND PROVISIONS CONTAINED IN AFORESAID DOCUMENTS SHALL REMAIN UNCHANGED AND IN EFFECT.**

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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 endorser 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

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My commission expires

4/10/2000

Notary Public in and for the State of

IL

By [Signature]

Modification on behalf of the limited liability company.

On this 20 day of July, 1999, before me, the undersigned Notary Public, personally appeared DESTAFANO DEVELOPMENT, INC., Manager of THUNDERBIRD PROPERTIES, LLC; and CASTLEWOOD HOMES, L.L.C., Member of THUNDERBIRD PROPERTIES, LLC, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the

COUNTY OF Cook )  
( ss

STATE OF IL )

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

LENDER:

Continental Community Bank and Trust Company

Authorized Officer

By: [Signature]

GRANTOR:

THUNDERBIRD PROPERTIES, LLC

By: [Signature]  
DESTAFANO DEVELOPMENT, INC., Manager

By: [Signature]  
CASTLEWOOD HOMES, L.L.C., Member

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

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.

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois )

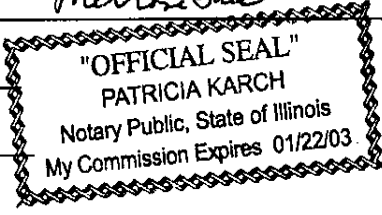
COUNTY OF Cook ) ss

On this 20<sup>th</sup> day of July, 19 99, before me, the undersigned Notary Public, personally appeared Charles A. Rice and known to me to be the Senior Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By [Signature] Residing at Melrose Park

Notary Public in and for the State of Illinois

My commission expires 1/22/03



PROPERTY OF COOK County Clerk's Office