

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
NEW CENTURY BANK  
363 W. Ontario  
Chicago, IL 60610

00766654

6408/0033 90 001 Page 1 of 4  
2000-10-02 11:04:30  
Cook County Recorder 27.50

WHEN RECORDED MAIL TO:  
NEW CENTURY BANK  
363 W. Ontario  
Chicago, IL 60610



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

NEW CENTURY BANK, LOAN ADMIN.  
363 W. ONTARIO  
CHICAGO, IL 60610

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 10, 2000, is made and executed between LMJ, Inc., an Illinois Corporation, whose address is 751 S. Western Avenue, Chicago, IL 60612 (referred to below as "Grantor") and NEW CENTURY BANK, whose address is 363 W. Ontario, Chicago, IL 60610 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 9, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Construction Mortgage and Assignment of Rents dated September 9, 1999 and recorded October 27, 1999 as document numbers 09012980 and 09012981 respectively.**

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

ALL OF LOTS 13, 14, 15 AND 16 IN SUB BLOCK 1 IN THOMAS J. FOSTER'S SUBDIVISION OF BLOCKS 3 AND 14 IN MORRIS AND OTHERS SUBDIVISION OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOTS 14 AND 15 LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 18 TAKEN FOR WIDENING WESTERN AVENUE) IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 749-755 South Western Avenue, Chicago, IL 60612. The Real Property tax identification number is 17-18-304-015; 17-18-304-016; 17-18-304-017; 17-18-304-018.

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

The maturity date of September 10, 2000 is hereby extended to September 10, 2005. The annual Interest Rate of Prime, plus One (1.00%) Percent floating is hereby changed to 9.00% fixed beginning September 10, 2000. The repayment schedule of accrued monthly interest payments is hereby changed to monthly principal and interest payments of \$3,731.34, beginning October 10, 2000. A final payment of principal

and all accrued interest will be due on September 10, 2005. All other terms and provisions of the loan documents will remain in full force and 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 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 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 SEPTEMBER 10, 2000.

GRANTOR:

LMJ, INC., AN ILLINOIS CORPORATION

By: John A. Parrilli  
John A. Parrilli, President of LMJ, Inc., an Illinois Corporation

By: Michael J. Perrone  
Michael J. Perrone, Vice President/Treasurer of LMJ, Inc., an Illinois Corporation

By: Laurel A. Hanson  
Laurel Hanson, Secretary of LMJ, Inc., an Illinois Corporation

LENDER:

x Amal G. Gellera Vice President  
Authorized Signer

00766654

CORPORATE ACKNOWLEDGMENT

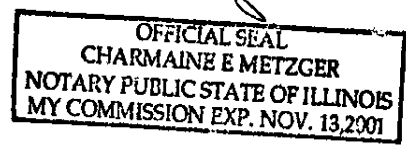
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 30th day of September, 2000 before me, the undersigned Notary Public, personally appeared **John A. Parrilli, President of LMJ, Inc., an Illinois Corporation ; Michael J. Perrone, Vice President/Treasurer of LMJ, Inc., an Illinois Corporation ; and Laurel Hanson, Secretary of LMJ, Inc., an Illinois Corporation**, and known to me to be authorized agents 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 Eylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Charmaine E Metzger Residing at Chicago

Notary Public in and for the State of ILLINOIS

My commission expires NOV 13, 2001



Seal of Cook County Clerk's Office

LENDER ACKNOWLEDGMENT

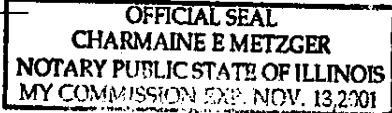
STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

On this 28th day of September, 2000 before me, the undersigned Notary Public, personally appeared Lisa V. Callahan and known to me to be the 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 Charmaine E. Metzger Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires November 13, 2001



County Clerk's Office