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2000-10-04 10:17:19
Cook County Recorder 25.50

RECORDATION REQUESTED BY:

Uptown National Bank of Chicago
4753 N. Broadway
Chicago, IL 60640



WHEN RECORDED MAIL TO:

Uptown National Bank of Chicago
4753 N. Broadway
Chicago, IL 60640

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Uptown National Bank of Chicago
4753 N. Broadway Ave.
Chicago, IL 60640

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 5, 2000, BETWEEN 5601-09 N. Clark, L.L.C. (referred to below as "Grantor"), whose address is 5601-09 N. Clark, Chicago, IL 60660; and Uptown National Bank of Chicago (referred to below as "Lender"), whose address is 4753 N. Broadway, Chicago, IL 60640.

MORTGAGE. Grantor and Lender have entered into a mortgage dated July 27, 2000 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded July 28, 2000 by the Cook County Recorder as document number 00574306.

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 2 IN BRYN MAWR ADDITION TO EDGEWATER IN THE SOUTHWEST 1/4 OF SECTION 5, 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 5601-09 N. Clark, Chicago, IL 60660. The Real Property tax identification number is 14-05-330-005-0000.

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

To increase the principal amount of the loan to One Million Eight Hundred Thousand and No/100 Dollars (\$1,800,000.00) with all other terms and conditions remaining the same..

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

GRANTOR:

5601-09 N. Clark, L.L.C.

Stuart Miller, Manager

By: 

LENDER:

Uptown National Bank of Chicago

Authorized Officer

By: 

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF

Illinois

COUNTY OF

Cook

On this 1st day of September, 2000, before me, the undersigned Notary Public, personally appeared Stuart Miller, Manager of 5601-09 N. Clark, L.L.C., and known to me to be member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By:  Residing at Chicago

Notary Public in and for the State of

Illinois

My commission expires

4-10-2004

"OFFICIAL SEAL"
GLORIA JOHNSON
Notary Public, State of Illinois
My Commission Expires 04-10-2004

09-05-2000
Loan No 22001

MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF COOK) ss

On this 7th day of September, 2000, before me, the undersigned Notary Public, personally appeared Daniel B. Starzyk 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 Gloria Johnson Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 4-10-2004

"OFFICIAL SEAL"
GLORIA JOHNSON
Notary Public, State of Illinois
My Commission Expires 04-10-2004

COOK County Clerk's Office

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