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7/29/0023 25 001 Page 1 of 3
2000-11-03 09:25:37
Cook County Recorder 25.50

RECORDATION REQUESTED BY:

CIB Bank
Frankfort Branch
20527 LaGrange Road
Frankfort, IL 60423



WHEN RECORDED MAIL TO:

CIB Bank
Frankfort Branch
20527 LaGrange Road
Frankfort, IL 60423



SEND TAX NOTICES TO:

CIB Bank
Frankfort Branch
20527 LaGrange Road
Frankfort, IL 60423

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 3, 2000, is made and executed between 720-726 Randolph Associates LLC, an Illinois Limited Liability Company, whose address is 3000 Dundee, Suite 407, Northbrook, IL 60062 (referred to below as "Grantor") and CIB Bank, whose address is Frankfort Branch, 20527 LaGrange Road, Frankfort, IL 60423 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 3, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on March 3, 2000 in the Office of the Cook County Recorder as Document No. 00159026.

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

LOTS 24 AND 25 AND THE WEST 1.16 FEET OF LOT 26 IN BLOCK 65 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 720-726 Randolph Street, Chicago, IL 60661. The Real Property tax identification number is 17-09-319-008-0000 and 17-09-031-018-000.

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

Under Indebtedness change the last sentence to read as follows:

At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$2,000,000.00.

Under Note change the first sentence to read as follows:

The word "Note" means the promissory note or credit agreement dated September 3, 2000, in the original principal amount of \$1,000,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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X _____
Authorized Signer

LENDER:

Jordan H. Kaiser, Member of
720-726 Randolph Associates LLC

By: _____
720-726 RANDOLPH ASSOCIATES LLC

GRANTOR:

SEPTEMBER 3, 2000.

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

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.

All other terms and conditions remain unchanged.

Chicago, IL

Under The Real Property or its address is commonly known as add: 724-726 West Randolph Street,

COUNTY, ILLINOIS.

SECTION 9 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
LOTS 22 AND 23 IN BLOCK 65 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTHWEST 1/4 OF

Under Grant of Mortgage add:

Dundee, Suite 407, Northbrook, IL 60062

Grantor's address has changed from 819 South Wabash Avenue, Suite 808, Chicago, IL 60605-2153 to 3000

Property of Cook County

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 3rd day of September, 2000 before me, the undersigned Notary Public, personally appeared Jordon H. Kaiser, Member of 720-726 Randolph Associates LLC

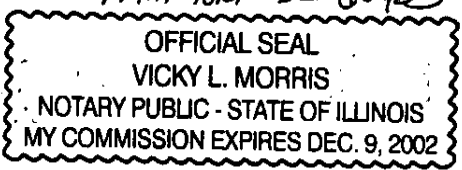
and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating 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 Vicky L Morris

Residing at 20527 S. LeGrange Rd
Frankfort IL 60423

Notary Public in and for the State of Illinois

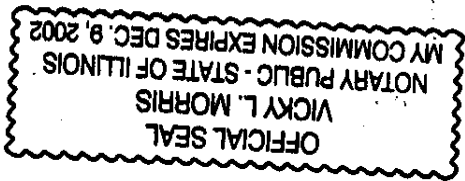
My commission expires 12/9/02



County Clerk's Office

Property of Cook County Clerk's Office

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My commission expires 12/9/02

Notary Public in and for the State of Illinois

By Vicky L. Morris

Residing at 20517 S. Logan Rd
Frankfort IL 60143

of said Lender. stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by President authorized agent for the Lender that executed the within and foregoing instrument and

Public, personally appeared Derrick A. Mars and known to me to be the Vice On this 3rd day of September, 2002 before me, the undersigned Notary

COUNTY OF COOK)

) SS

STATE OF ILLINOIS)

LENDER ACKNOWLEDGMENT