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2001-08-30 09:58:55

Cook County Recorder 31.50



0010807141

**RECORDATION REQUESTED BY:**

NEW CENTURY BANK, an  
Illinois banking corporation  
363 W. Ontario  
Chicago, IL 60610

**WHEN RECORDED MAIL TO:**

NEW CENTURY BANK  
363 W. Ontario  
Chicago, IL 60610

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

SHARON BENNETT, DOCUMENTATION SPECIALIST  
NEW CENTURY BANK  
363 W. ONTARIO  
CHICAGO, IL 60610

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated August 17, 2001 is made and executed between J. L.L.C., an Illinois limited liability corporation whose address is 2731 33 N. Lincoln Avenue, Chicago, IL 60614. (referred to below as "Grantor") and NEW CENTURY BANK, an Illinois banking corporation, whose address is 363 W. Ontario, Chicago, IL 60610 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 7, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Mortgage and Assignment of Rents dated February 7, 2001 and recorded February 9, 2001 as document numbers 0010111892 and 0010111893 respectively.**

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

THE SOUTH 1/2 OF LOT 18 EXCEPT THAT PART TAKEN FOR DEARBORN STREET IN BLOCK 126 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE NORTH 1/2 OF LOT 19 EXCEPT THAT PART TAKEN FOR DEARBORN STREET IN BLOCK 126 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE SOUTH 1/2 OF LOT 19 EXCEPT THAT PART TAKEN FOR DEARBORN STREET IN J.C. GOODHUE'S SUBDIVISION OF BLOCK 126 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, 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 738-748 S. Dearborn Street, Chicago, IL 60605. The Real Property tax identification number is 17-16-406-019-0000; 17-16-406-020-0000; 17-16-406-024-0000.

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

**The Principal amount of the Promissory Note in the amount of Six Hundred Forty Five Thousand and**

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## MODIFICATION OF MORTGAGE (Continued)

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no/100 Dollars (\$645,000.00) dated February 7, 2001 between J. L.L.C., an Illinois limited liability company and New Century Bank is hereby increased to Nine Hundred Twenty Five Thousand and no/100 Dollars (\$925,000.00) and 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 \$1,850,000.00. 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 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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 17, 2001.**

**GRANTOR:**

**J. L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY**

By: 

Bruce A. Fogelson, Manager of J. L.L.C., an Illinois limited liability company

By: \_\_\_\_\_

Shai Lothan, Manager of J. L.L.C., an Illinois limited liability company

**LENDER:**

X \_\_\_\_\_

Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 9001

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**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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 17, 2001.**

**GRANTOR:**

**J. L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY**

By: \_\_\_\_\_

Bruce A. Fogelson, Manager of J. L.L.C., an Illinois limited liability company

By: \_\_\_\_\_

Shai Lothan, Manager of J. L.L.C., an Illinois limited liability company

**LENDER:**

x \_\_\_\_\_

Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
COUNTY OF Cook )

On this 20 day of Aug, 2001 before me, the undersigned Notary Public, personally appeared **Bruce A. Fogelson, Manager; Shai Lothan, Manager of J. L.L.C., an Illinois limited liability company,** 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 Modification on behalf of the limited liability company.

By Bruce Fogelson Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 5-2-2004



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

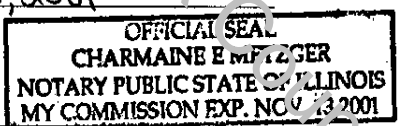
STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 28<sup>th</sup> day of August, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared **Bruce A. Fogelson, Manager; Shai Lothan, Manager of J. L.L.C., an Illinois limited liability company**, 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 Modification on behalf of the limited liability company.

By Charmaine E. Metzger Residing at Chicago Ill.

Notary Public in and for the State of Illinois

My commission expires Nov 13, 2001



Notary Clerk's Office

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LENDER ACKNOWLEDGMENT

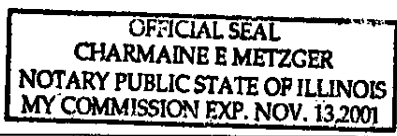
STATE OF \_\_\_\_\_ )
) SS
COUNTY OF \_\_\_\_\_ )

On this 28th day of August, 2001 before me, the undersigned Notary Public, personally appeared James Jamison 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 IL

Notary Public in and for the State of Illinois

My commission expires Nov 13, 2001



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