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**RECORDATION REQUESTED BY:**

LASALLE BANK NATIONAL  
ASSOCIATION  
MAIN OFFICE  
135 SOUTH LASALLE STREET  
CHICAGO, IL 60603

0020242912

2213/0190 07 001 Page 1 of 5  
2002-03-01 11:57:52  
Cook County Recorder 29.00



**WHEN RECORDED MAIL TO:**

LASALLE BANK NATIONAL  
ASSOCIATION  
Commercial Real Estate  
8303 West Higgins Road  
Chicago, IL 60631-2941

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Carolyn LaBatte, Closing Officer  
LaSalle Bank National Association  
8303 W. Higgins Road, Suite 200  
Chicago, IL 60631

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2002, is made and executed between 1255 West Bryn Mawr, L.L.C., whose address is 1512 N. Fremont, Chicago, IL 60622 (referred to below as "Grantor") and LASALLE BANK NATIONAL ASSOCIATION, whose address is 135 SOUTH LASALLE STREET, CHICAGO, IL 60603 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 17, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage, Security Agreement and Financing Statement ("Mortgage") and Assignment of Rents and Leases ("Assignment") dated December 17, 1997 and recorded with Cook County Recorder on December 18, 1997 as Document #97955038 and #97955039, respectively. Mortgage and Assignment collectively Mortgage.

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

THE NORTH 6 INCHES OF LOT 46 AND ALL OF LOTS 47 AND 48 IN BLOCK 2 IN COCHRAN'S THIRD ADDITION TO EDGEWATER A SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, 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 1255 W. Bryn Mawr, Chicago, IL. The Real Property tax identification number is 14-08-105-001-0000 and 14-08-105-002-0000

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

This Modification (a) increases the principal amount of such indebtedness from Five Hundred Ninety Seven Thousand Seven Hundred Nineteen and 95/100 Dollars (\$597,719.95) which is outstanding as of the date hereof, to One Million Twenty Thousand and 00/100 Dollars (\$1,020,000.00); (b) changes the interest rate

**BOX 333-CT**

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## MODIFICATION OF MORTGAGE

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on such indebtedness from 7.65% per annum to 6.85% per annum; and (c) extends the Maturity Date from December 1, 2002 to February 1, 2007 as evidenced by that certain Promissory Note dated February 1, 2002 in the principal amount of One Million Twenty Thousand and 00/100 Dollars (\$1,020,000.00), jointly and severally executed by the Grantor and made payable to the order of the Lender (the "Note"). The Note constitutes a renewal and restatement of, and replacement and substitution for, that certain Installment Note dated December 17, 1997 in the original principal amount of Six Hundred Thirty Nine Thousand and 00/100 Dollars (\$639,000.00), executed by the Grantor and made payable to the order of the Lender (the "Prior Note"). The indebtedness evidenced by the Prior Note is continuing indebtedness evidenced by the Note, and nothing contained herein or in the Note shall be deemed to constitute a repayment, settlement or novation of the Prior Note, or to release or otherwise adversely affect any lien, mortgage or security interest securing such indebtedness or any rights of the Lender against any of the Grantor or against any guarantor, surety or other party primarily or secondary liable for such indebtedness. Following maturity or the occurrence of an Event of Default (as defined in the Note), the outstanding principal balance of the indebtedness evidenced by the Note shall bear interest at the rate of 2% per annum above the Interest Rate as referenced in the Note, or, if less, the highest rate permitted by applicable law. The Mortgage secured the obligations and liabilities of the Grantor to the Lender under and pursuant to the Note, including the principal sum thereof, together with all interest thereon and prepayment premium, if any, in accordance with the terms, provisions and limitations of the Note and the Mortgage; (ii) any and all extensions, renewals and/or modifications of the Note and any and all substitutions of the Note; and (iii) any other sums, liabilities or indebtedness of any of the Grantor owing to the Lender under and pursuant to the Mortgage or any other document or agreement executed by any of the Grantor in connection with said indebtedness.

**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 FEBRUARY 1, 2002.**

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## MODIFICATION OF MORTGAGE

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GRANTOR:

1255 WEST BRYN MAWR, L.L.C.

By: 

Jessica Supera, Member of 1255 West Bryn Mawr, L.L.C.

JOHN M. SUPERA DECLARATION OF TRUST DATED JANUARY 29,  
1998, Member of 1255 West Bryn Mawr, L.L.C.

By: 

John M. Supera

LENDER:

X 

Authorized Signer

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## MODIFICATION OF MORTGAGE

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 26<sup>th</sup> day of February, 2002 before me, the undersigned Notary Public, personally appeared Jessica Supera, Member of 1255 West Bryn Mawr, L.L.C. and John M. Supera, of John M. Supera Declaration of Trust dated January 29, 1998, 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 Kimberlie King Residing at 618 W. Barry #3  
Chicago, IL 60657

Notary Public in and for the State of Illinois

My commission expires 12-29-04



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## MODIFICATION OF MORTGAGE

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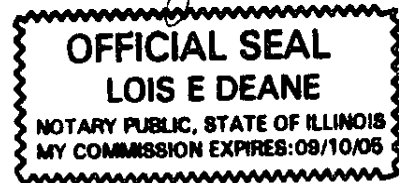
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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 26<sup>th</sup> day of February, 2002 before me, the undersigned Notary Public, personally appeared JAMES A. PAPE and known to me to be the FIRST VICE PRES., 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 Lois E. Deane Residing at 8303 W. Higgins Rd  
Chicago IL 60601  
Notary Public in and for the State of Illinois  
My commission expires September 10, 2005



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