

AMENDMENT TO MORTGAGE (Illinois)



0020216332

0020216332

2007/0013 30 001 Page 1 of 3

2002-02-25 10:11:01

Cook County Recorder 25.50

This Amendment to Mortgage (the "Amendment"), is made and entered into by the undersigned borrower, guarantor and/or other obligor (the "Mortgagor") and U.S. BANK N.A. (the "Bank") as of the date set forth below.

RECITALS

A. The Mortgagor executed and delivered to the Bank a mortgage (the "Mortgage"), dated SEPTEMBER 25, 2000. The "Land" (defined in the Mortgage) subject to the Mortgage is described as follows (or in Exhibit A hereto if the description does not appear below):

LOTS 45 AND 46 IN BLOCK 3 IN THE SUBDIVISION OF OUT-LOT "E" IN WRIGHTWOOD BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3

Address: 2636 NORTH ORCHARD STREET, CHICAGO, IL IL PIN# 14-28-303-048-0000

B. The Mortgage was recorded in the office of the County Recorder for COOK County, Illinois, on SEPTEMBER 28, 2000, as Document No. 00760056.

C. The Mortgagor has requested that the Bank permit certain modifications to the Mortgage as described below.

D. The Bank has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Mortgagor and the Bank agree as follows:

1. [X] Change in Note/Mortgage Amount. If checked here, the reference in the Mortgage to a note or notes dated 09/25/00 in the initial principal amount(s) of \$ 2,350,000.00 is hereby amended and replaced with "note(s) or amended note(s) dated 08/20/01 in the initial principal amount(s) of \$ 2,560,000.00

2. [] Additional Land Mortgaged. If checked here, the following described real estate (found in Exhibit B if the description does not appear below) is added to the definition and/or the description of the real property encumbered by the Mortgage so that, effective as of the date of the execution hereof, such additional real property shall be encumbered by the Mortgage in addition to the real property already encumbered thereby:

Address: PIN#

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3. **Maturity of Mortgage.** Any reference in the Mortgage to a maturity date of the Mortgage is hereby deleted, it being the intent of the parties hereto that the Mortgage have no stated maturity date.

4. **Fees and Expenses.** The Mortgagor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

5. **Effectiveness of Prior Document.** Except as provided in this Amendment, all terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms, including any reference in the Mortgage to future credit secured by the Mortgage; and nothing herein will affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

6. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Bank of existing defaults by the Mortgagor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

7. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

8. **Authorization** The Mortgagor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced herein are within the corporate or partnership powers (as applicable) of the Mortgagor and have been duly authorized by all necessary corporate or partnership action.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

Dated as of: AUGUST 20, 2001

(Individual Mortgagor)

147TH - KEDZIE, L.L.C.

Mortgagor Name (Organization)

a ILLINOIS limited liability company

By: *Evan Oliff*

Name and Title: EVAN OLIFF
MANAGER

By: _____

Name and Title: _____

Printed Name: N/A

Printed Name: N/A

U.S. BANK N.A.

Mortgagee (Bank)

By: *Robert J. Burda* VICE PRESIDENT

Name and Title: ROBERT J. BURDA
VICE PRESIDENT

By: _____

Name and Title: _____

[NOTARIZATION ON NEXT PAGE]

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MORTGAGOR NOTARIZATION

20216332

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, by EVAN OLIFF
(Name(s) of person(s))

_____, as MANAGER
(Type of authority, if any, e.g., officer, trustee; If an individual, state "a married
individual" or "a single individual")
of 147TH - KEDZIE, L.L.C.
(Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)



Dawn M Benner
Printed Name: Dawn M. Benner
Notary Public, State of Illinois
My commission expires: 1/2/2005

MORTGAGEE (BANK) NOTARIZATION

STATE OF Illinois)
) ss.
COUNTY OF Cook)

This instrument was acknowledged before me on September 6 2004 by ROBERT J. BURDA
(Name(s) of person(s))

_____, as VICE PRESIDENT
(Type of authority, if any, e.g., officer, trustee; If an individual, state "an individual")
of U.S. BANK N.A.
(Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)



Sonia Fernandez
Printed Name: SONIA FERNANDEZ
Notary Public, State of Illinois
My commission expires: 6-4-05

This instrument was drafted by: ROBERT J. BURDA
(Name)

on behalf of _____
After recording, return to: U.S. BANK N.A. (Name)
CLSC MINNEAPOLIS MPFMB111
90 SO. 6TH ST. MINNEAPOLIS, MN 55402-1110 (Address)

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