

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Cosmopolitan Bank and Trust  
801 North Clark Street  
Chicago, IL 60610

**WHEN RECORDED MAIL TO:**

Cosmopolitan Bank and Trust  
801 North Clark Street  
Chicago, IL 60610

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Cosmopolitan Bank and Trust  
801 North Clark Street  
Chicago, IL 60610

**0020834314**

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**2002-07-30 16:29:19**

Cook County Recorder 25.50



0020834314

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by: **Cosmopolitan Bank and Trust**  
801 North Clark Street  
Chicago, IL 60610-3287

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE IS DATED JULY 14, 2002, BETWEEN Campbell Apartments, LLC (referred to below as "Grantor"), whose address is c/o Michael Okmin, 743 North LaSalle Street, Suite 500, Chicago, IL 60610; and Cosmopolitan Bank and Trust (referred to below as "Lender"), whose address is 801 North Clark Street, Chicago, IL 60610.**

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated January 14, 2000 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Lender and Grantor further executed an Assignment of Rents dated January 14, 2000. The Mortgage and Assignment of Rents were both recorded on January 31, 2000, as document numbers 00076982 and 00076983, respectively, in the office of the Cook County Recorder of Deeds (together, the Mortgage and Assignment of Rents shall hereinafter be referred to as Mortgage)

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

**LOT 47 IN G.W. AND T.J. HIGGINS SUBDIVISION OF THE WEST 1/2 OF BLOCK 8 IN THE SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as **1657 North Campbell Avenue, Chicago, IL 60647.** The Real Property tax identification number is 13-36-431-001.

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

Effective the date of this Modification of Mortgage, i) the principal amount of the Promissory Note is increased from \$240,000.00 to \$344,042.00; and ii) at no time shall the principal amount of the Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$688,084.00.

**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.

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

GRANTOR:

Campbell Apartments, LLC

By: Michael Okmin 7/26/02 (SEAL)  
Michael Okmin, Manager

By: Matthew Okmin 7/26/02 (SEAL)  
Matthew Okmin, Manager

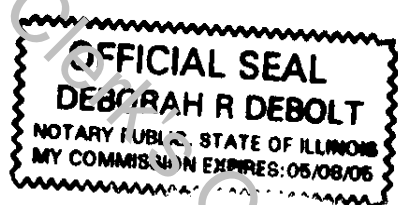
LENDER:

Cosmopolitan Bank and Trust

By: Matthew W. Mackley  
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )



On this 26th day of July, 20 02, before me, the undersigned Notary Public, personally appeared **Michael Okmin, Manager of Campbell Apartments, LLC; and Matthew Okmin, Manager of Campbell Apartments, LLC**, 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.

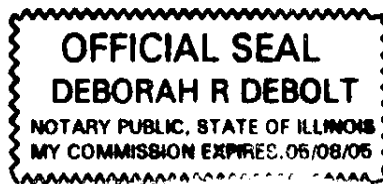
By Deborah R. Debolt Residing at 801 N Clark St Chicago IL 60610

Notary Public in and for the State of Illinois

My commission expires 05/08/06

LENDER ACKNOWLEDGMENT

STATE OF Illinois)  
COUNTY OF Cook) ss



On this 26th day of July, 20 02, before me, the undersigned Notary Public, personally appeared Matthew W Markely and known to me to be the Commercial Loan Officer, 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 Deborah R Debolt Residing at 801 N Clark St Chicago IL 60610

Notary Public in and for the State of Illinois

My commission expires 06/08/05

COOK County Clerk's Office