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2002-12-20 15:12:03
Cook County Recorder 30.50

RECORDATION REQUESTED BY:
Commercial Loan Corporation
2210 Midwest Road, Suite 211
Oak Brook, IL 60523



WHEN RECORDED MAIL TO:
Commercial Loan Corporation
2210 Midwest Road, Suite 211
Oak Brook, IL 60523

SEND TAX NOTICES TO:
Patria Partners, L.L.C.
18110 Dixie Highway Suite
2-N
Homewood, IL 60420

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MARKHAM OFFICE

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Commercial Loan Corporation, Janet Miller, VP
Commercial Loan Corporation
2210 Midwest Road, Suite 211
Oak Brook, IL 60523

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 1, 2002, is made and executed between Patria Partners, L.L.C.; an Illinois Limited Liability Company (referred to below as "Grantor") and Commercial Loan Corporation, whose address is 2210 Midwest Road, Suite 211, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 1, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded November 13, 2001 in the Office of the Cook County Recorder as Document number 0011062604 .

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

LOTS 18, 19, 20, AND 21 (EXCEPT THE NORTH 35 FEET OF SAID LOTS 18, 19, 20 AND 21) IN KENTS SUBDIVISION OF BLOCK 51 OF SOUTH CHICAGO SUBDIVISION BY CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF PARTS OF SECTIONS 5 AND 6, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9050 S. Escanaba, Chicago, IL 60637. The Real Property tax identification number is 26-06-221-036-0000

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

Lower interest rate from 7.50% to 7.00% and reduce monthly principal and interest payment to reflect rate reduction.

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

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 2424

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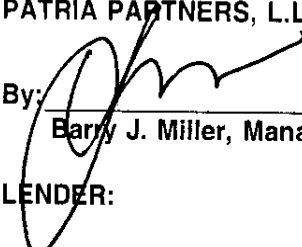
performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all 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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 1, 2002.

GRANTOR:

PATRIA PARTNERS, L.L.C.

By:


Barry J. Miller, Manager of Patria Partners, L.L.C.

LENDER:

X

Authorized Signer

Deputy Clerk of Cook County Clerk's Office

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 2424

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 20th day of December, 2002 before me, the undersigned Notary Public, personally appeared **Barry J. Miller, Manager of Patria Partners, L.L.C.**, 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 Martha A. Arceo

Residing at 460 Marquette, Calumet City

Notary Public in and for the State of Illinois

My commission expires 4/23/05



Cook County Clerk's Office

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 2424

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LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

PROPERTY OF COOK COUNTY CLERK'S OFFICE