

UNOFFICIAL COPY



RECORDATION REQUESTED BY:
MIDWEST BANK AND TRUST
COMPANY
Melrose Park
501 WEST NORTH AVENUE
MELROSE PARK, IL 60160

Doc#: 0331831027
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 11/14/2003 08:34 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
MIDWEST BANK AND TRUST
COMPANY
Melrose Park
501 WEST NORTH AVENUE
MELROSE PARK, IL 60160

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

McCann/Grishaber
Midwest Bank and Trust Company
501 W. North Avenue
Melrose Park, IL 60160

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 1, 2003, is made and executed between Rocco LLC, an Illinois Limited Liability Company, whose address is 2638 North Halsted (C/o The Apartment Source), Chicago, IL 60614 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, whose address is 501 WEST NORTH AVENUE, MELROSE PARK, IL 60160 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 19, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Construction Mortgage and Assignment of all Rents recorded in the office of the Cook County Recorder of Deeds on July 19, 2001 as Document No. 0010646134 and 0010646135, respectively.

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

LOTS 8 TO 13 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR WIDENING OF NORTH ASHLAND AVENUE) IN MUELLER'S SUBDIVISION OF THE WEST 141 FEET OF BLOCK 8 IN BLOCK 45 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 29, 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 2639-53 North Ashland Avenue, Chicago, IL 60614.
The Real Property tax identification number is 14-29-300-019-0000, 14-29-300-020-0000, 14-29-300-021-0000, 14-29-300-022-0000 and 14-29-300-023-0000

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

The amount of the Promissory Note is being increased increased from \$5,250,000.00 to \$5,364,850.00.

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

Sc
P-1
M
C

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 33171949055

Page 2

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 JULY 1, 2003.

GRANTOR:

ROCCO LLC

By: _____
 Stuart E. Miller, Manager of Rocco LLC

LENDER:

X Michael P. Mc
 Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 33171949055

Page 3

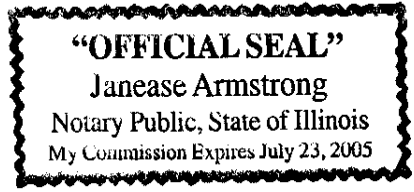
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 15th day of July, 2003 before me, the undersigned Notary Public, personally appeared **Stuart E. Miller, Manager of Rocco LLC**, 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 Janease Armstrong
 Notary Public in and for the State of Illinois
 My commission expires 7.23.05

Residing at 3005 Michigan Ave



Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

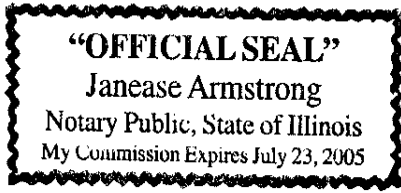
Loan No: 33171949055

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 1st day of July, 2003 before me, the undersigned Notary Public, personally appeared MIKE MCLEAN 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 Janease Armstrong Residing at 300 S Michigan Ave
 Notary Public in and for the State of Illinois
 My commission expires 7-23-05



County Clerk's Office