

# UNOFFICIAL COPY



Doc#: 0425304337  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 09/09/2004 03:28 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

LABE BANK  
Main Branch  
4343 N. Elston Ave.  
Chicago, IL 60641

**SEND TAX NOTICES TO:**

LABE BANK  
Main Branch  
4343 N. Elston Ave.  
Chicago, IL 60641

**FOR RECORDER'S USE ONLY**

Real Estate Index 71039095

**This Modification of Mortgage prepared by:**



Mary Makhlouf Note#573  
LABE BANK  
4343 N. Elston Ave.  
Chicago, IL 60641

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated July 23, 2004, is made and executed between Omni Investments, LLC, an Illinois Limited Liability Company (referred to below as "Grantor") and LABE BANK, whose address is 4343 N. Elston Ave., Chicago, IL 60641 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 23, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded February 18, 2003 in the Cook County Recorder of Deed Office as Document Number 0030222859.

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

**UNIT NUMBER 4343 1- 3 AND UNIT NUMBERS 4345 1- 3 IN MICHIGAN MANOR CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:**

**THE SOUTH 1/2 OF LOT 18 AND THE NORTH 1/2 OF LOT 19 IN BLOCK 1 IN LEWIS W. STONE'S SUBDIVISION OF THE EAST 20 ACRES OF THE NORTH 30 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 8, 2000 AS DOCUMENT NUMBER 00323781 AND AS AMENDED TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.**

The Real Property or its address is commonly known as 4343-45 S. Michigan, Chicago, IL 60653. The Real Property tax identification number is 20-03-302-029-1001, 20-03-302-029-1002, 20-03-302-029-1003, 20-03-302-029-1004, 20-03-302-029-1005, and 20-03-302-029-1006.

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

**The Maximum Lien provision of said Mortgage shall be amended and restated as follows:**

**MAXIMUM LIEN.** At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sum advanced to protect the security of Mortgage, exceed \$2,000,000.00.

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## MODIFICATION OF MORTGAGE

Loan No: Note#573

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The definition of the Note secured by said Mortgage shall be amended and restated as follows:

**Note.** The word "Note" means the Change in Terms Agreement ("Agreement") dated July 23, 2004 in the original principal amount of \$1,000,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitution for the Agreement.

**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 endorser 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 23, 2004.**

GRANTOR:

OMNI INVESTMENTS, LLC

By: 

Bardan Azari, Manager of Omni Investments, LLC

By: 

Lin E. Boatwright, Jr., Manager of Omni Investments, LLC

LENDER:

LABE BANK

x 

Authorized Signer

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## MODIFICATION OF MORTGAGE

Loan No: Note#573

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )

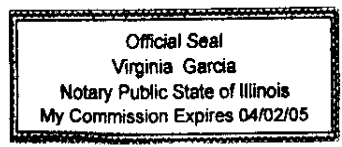
COUNTY OF Cook ) SS

On this 23 day of July, 2004 before me, the undersigned Notary Public, personally appeared **Bardan Azari, Manager; Lin E. Boatwright, Jr., Manager of Omni Investments, 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 Virginia Garcia Residing at Cook

Notary Public in and for the State of Illinois

My commission expires 04/02/05



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: Note#573

### LENDER ACKNOWLEDGMENT

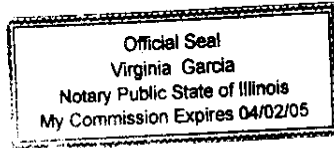
STATE OF Illinois )  
 )  
 ) SS  
 )  
 COUNTY OF Cook )

On this 23 day of July, 2004 before me, the undersigned Notary Public, personally appeared John Olczewski and known to me to be the Vice President, 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 Virginia Garcia Residing at Cook

Notary Public in and for the State of Illinois

My commission expires 04/02/05



Cook County Clerk's Office