

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

COMMUNITY BANK OF
RAVENSWOOD
2300 WEST LAWRENCE
AVENUE
CHICAGO, IL 60625-1914



Doc#: 0426549178
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 09/21/2004 03:34 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

COMMUNITY BANK OF
RAVENSWOOD
2300 WEST LAWRENCE
AVENUE
CHICAGO, IL 60625-1914

SEND TAX NOTICES TO:

COMMUNITY BANK OF
RAVENSWOOD
2300 WEST LAWRENCE
AVENUE
CHICAGO, IL 60625-1914

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Dženita Krvavac, Loan Administrator
COMMUNITY BANK OF RAVENSWOOD
2300 WEST LAWRENCE AVENUE
CHICAGO, IL 60625-1914

MODIFICATION OF MORTGAGE

6704259
THIS MODIFICATION OF MORTGAGE dated June 26, 2004, is made and executed between Azteca Real Estate Investors Corporation, an Illinois corporation, whose address is 1432 W. Huron Street, Chicago, IL 60622 (referred to below as "Grantor") and COMMUNITY BANK OF RAVENSWOOD, whose address is 2300 WEST LAWRENCE AVENUE, CHICAGO, IL 60625-1914 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 26, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded on July 8, 2003 as Document No. 0318949186.

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

LOTS 12 AND 13 IN BLOCK 2 IN P.S. BARBER'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5115 S. Laflin Street, Chicago, IL 60609. The Real Property tax identification number is 20-08-302-008-0000 & 20-08-302-009-0000

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

All reference in the Mortgage to the sum of \$225,000.00 is hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$285,000.00. The Promissory Note dated June 26, 2003 is hereby increased to \$285,000.00 to reflect changes of the Change in Terms Agreement of even date, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions of

FREEDOM TITLE CORP.

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

the promissory note or agreements.

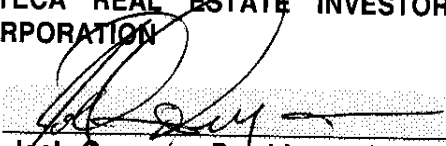
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 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.


MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$570,000.00.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 26, 2004.

GRANTOR:

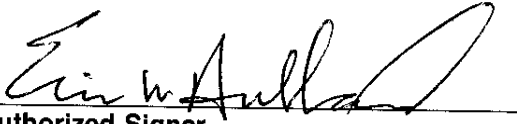
AZTECA REAL ESTATE INVESTORS CORPORATION, AN ILLINOIS CORPORATION

By: 
Joel Guzman, President of Azteca Real Estate Investors Corporation, an Illinois Corporation

By: 
Juan Sanchez, Treasurer of Azteca Real Estate Investors Corporation, an Illinois Corporation

LENDER:

COMMUNITY BANK OF RAVENSWOOD

x 
Authorized Signer

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF COOK)

On this 15TH day of SEPTEMBER, 2004 before me, the undersigned Notary Public, personally appeared **Joel Guzman, President and Juan Sanchez, Treasurer of Azteca Real Estate Investors Corporation, an Illinois Corporation**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By [Signature] Residing at CHICAGO

Notary Public in and for the State of IL

My commission expires 06.06.2007



Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF COOK)

On this 15th day of SEPTEMBER, 2004 before me, the undersigned Notary Public, personally appeared ERIC W. HUBBARD and known to me to be the EXECUTIVE VP. 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 [Signature] Residing at CHICAGO

Notary Public in and for the State of IL

My commission expires 06.06.2007



PROPERTY OF COOK County Clerk's Office