

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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



Doc#: 0430702342  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 11/02/2004 11:31 AM 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:**

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

EC8344022

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated October 20, 2004, is made and executed between S.M. Management, L.L.C., an Illinois limited liability company, whose address is 609 Rosedale Ave., Roselle, IL 60172 (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 24, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on October 14, 2004 as Document No. 0428833170.

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

LOTS 45, 46, 47 AND 48 IN BLOCK 3 IN V. M. WILLIAMS DIVERSEY AVENUE SUBDIVISION OF THE NORTH 3/4 OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, 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 2651-59 N. Harlem Avenue, Chicago, IL 60707. The Real Property tax identification number is 13-30-308-001, 13-30-308-002, 13-30-308-003 & 13-30-308-004

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

All reference in the Mortgage to the sum of \$810,000.00 is hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$1,160,000.00. The Promissory Note dated June 24, 2004 for \$810,000.00 is hereby increased to \$1,160,000.00 to reflect changes of the Change in Terms Agreement of even date, together with all renewals, extensions, modifications, refinancings,

**BOX 333-CTI**

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE****(Continued)****Page 2**

**consolidations, and substitutions of 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 \$2,320,000.00.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 20, 2004.**

**GRANTOR:**

**S.M. MANAGEMENT, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY**

By: 

Suhail Fakhouri, Manager of S.M. Management, L.L.C., an Illinois limited liability company

**LENDER:**

**COMMUNITY BANK OF RAVENSWOOD**

  
Authorized Signer

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 21<sup>st</sup> day of OCTOBER, 2004 before me, the undersigned Notary Public, personally appeared **Suhail Fakhouri, Manager of S.M. Management, L.L.C., an Illinois limited liability company**, 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 [Signature] Residing at CHICAGO

Notary Public in and for the State of ILLINOIS

My commission expires 06.06.2007



*Notary of Cook County Clerk's Office*

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 21st day of OCTOBER, 2004 before me, the undersigned Notary Public, personally appeared RONALD H. FRIEDMAN and known to me to be the SENIOR V.P., 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



Notary of Cook County Clerk's Office