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RECORDATION REQUESTED BY:
COSMOPOLITAN BANK AND
TRUST
801 N. CLARK STREET
CHICAGO, IL 60610

WHEN RECORDED MAIL TO:
COSMOPOLITAN BANK AND
TRUST
801 N. CLARK STREET
CHICAGO, IL 60610



Doc#: 0433634132
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 12/01/2004 12:52 PM Pg: 1 of 4

SEND TAX NOTICES TO:
COSMOPOLITAN BANK AND
TRUST
801 N. CLARK STREET
CHICAGO, IL 60610

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Cary W. Harper
COSMOPOLITAN BANK AND TRUST
801 NORTH CLARK STREET
CHICAGO, IL 60610

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 30, 2004, is made and executed between L & P Development, L.L.C., whose address is 3813 N. Kedzie, Chicago, IL 60618 (referred to below as "Grantor") and COSMOPOLITAN BANK AND TRUST, whose address is 801 N. CLARK STREET, CHICAGO, IL 60610 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 4, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on January 7, 2002 in the office of the Cook County Recorder of Deeds as Document Number 0020022122, and as modified by Modification of Mortgage April 4, 2003 and recorded on July 3, 2003 with the Cook County Recorder of Deeds as Document Number 0318427052.

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

LOT 26 IN BLOCK 6 IN MCMAHON'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 1886, AS DOCUMENT NUMBER 753074, IN COOK COUNTY ILLINOIS.

The Real Property or its address is commonly known as 2026 S. Washtenaw, Chicago, IL 60608. The Real Property tax identification number is 16-24-414-027-0000

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

Effective the date of this Modification of Mortgage, i) the definition of the word "Note" is hereby restated in its entirety and shall mean: the Promissory Note dated November 30, 2004 in the original principal amount of \$459,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note; and ii)

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

Loan No: 005

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the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, shall not exceed \$918,000.00.

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 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 NOVEMBER 30, 2004.

GRANTOR:

L & P DEVELOPMENT, L.L.C.

By:



Petru Cladovan, Manager of L & P Development, L.L.C.

LENDER:

x



Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 005

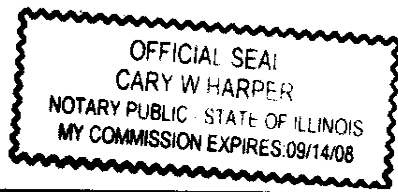
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this 30th day of November, 2001 before me, the undersigned Notary Public, personally appeared **Petru Cladovan, Manager of L & P Development, 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 *Cary W. Harper* Residing at 1929 Harrism St.
EVANSTON, IL 60201
 Notary Public in and for the State of Illinois
 My commission expires 9.14.08



COOK County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 005

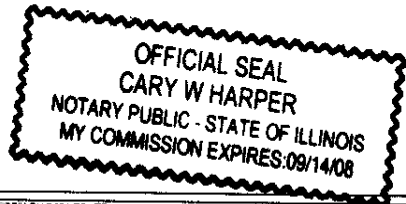
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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this 30th day of November, 2004 before me, the undersigned Notary Public, personally appeared Melissa Gudino and known to me to be the ASST. 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 Cary W. Harper Residing at 1929 Harrison St
EVANSTON, IL 60201
 Notary Public in and for the State of Illinois
 My commission expires 9.14.08



COOK County Clerk's Office