

# UNOFFICIAL COPY



0435647035

Doc#: 0435647035  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 12/21/2004 08:05 AM Pg: 1 of 4

RECORDATION REQUESTED BY:  
COLE TAYLOR BANK  
RESIDENTIAL  
CONSTRUCTION LENDING  
9550 W. HIGGINS ROAD, 8TH  
FLOOR  
ROSEMONT, IL 60018

WHEN RECORDED MAIL TO:  
Cole Taylor Bank  
Loan Services  
P.O. Box 88452 - Dept A  
Chicago, IL 60680-8452

SEND TAX NOTICES TO:  
St. Louis Place L.L.C.  
2629 N. Troy  
Chicago, IL 60647

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

*Est# 4328190-002*  
*10/1*  
*[Signature]*

Cole Taylor Bank  
Cole Taylor Bank  
P.O. Box 88452 - Dept. A  
Chicago, IL 60690

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 3, 2004, is made and executed between St. Louis Place L.L.C. (referred to below as "Grantor") and COLE TAYLOR BANK, whose address is 9550 W. HIGGINS ROAD, 8TH FLOOR, ROSEMONT, IL 60018 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 2, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded September 11, 2003 in the Cook County Recorder's Office as Document Number 0325447002 and an Assignment of Rents dated September 2, 2003 and Recorded September 11, 2003 in the Cook County Recorder's Office as Document Number 0325447003 and modified by Modification of Mortgage dated April 2, 2004 and Recorded May 5, 2004 in the Cook County Recorder's Office as Document Number 0412647095.

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

LOTS 19 AND 20 IN BLOCK 3 IN ALLPORT'S SUBDIVISION OF THE NORTH 3/8 OF THE EAST 1/3 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, 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 2233-39 N. St. Louis, Chicago, IL 60647. The Real Property tax identification number is 13-35-211-009

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

The principal balance of the Promissory Note secured by the aforesaid mortgage has been decreased the date of this Modification of Mortgage from \$1,189,000.00 to \$669,729.01. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the

*[Signature]*  
4  
Beverly Petrucci

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Property of Cook County Clerk's Office

Authorized Signer

X

COLE TAYLOR BANK

LENDER:

By: Thomas L. Taylor, Jr., Member of St. Louis Place L.L.C.

By: Beverly Furnich, Member of St. Louis Place L.L.C.

By: Beverly A. Furnich

ST. LOUIS PLACE L.L.C.

GRANTOR:

DECEMBER 3, 2004.

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

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.

security of the Mortgage, exceed \$803,674.82.

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 0001

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )

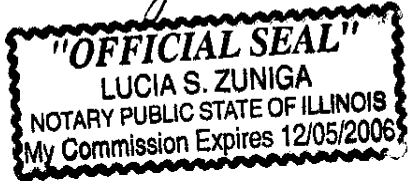
COUNTY OF Cook ) SS

On this 3<sup>rd</sup> day of December, 2004 before me, the undersigned Notary Public, personally appeared **Beverly Petrunich, Member and Thomas L. Taylor, Jr., Member of St. Louis Place L.L.C.**, 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 Lucia S. Zuniga Residing at Chgo.

Notary Public in and for the State of Illinois

My commission expires 12-05-06

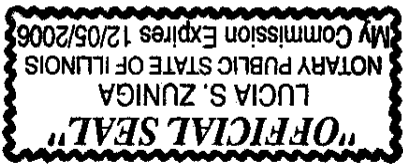


Cook County Clerk's Office

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My commission expires 12-05-06

Notary Public in and for the State of Illinois

By Thomas J. Jurek

Residing at Chgo, Ill

of said Lender

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.

On this 3rd day of December, 2004 before me, the undersigned Notary Public, personally appeared Beverly Betwunich, Thomas L. Taylor and known to me to be the Member authorized agent for the Lender that executed the within and foregoing instrument and

COUNTY OF Cook

STATE OF Illinois

## LENDER ACKNOWLEDGMENT