

# UNOFFICIAL COPY



Doc#: 0507518000  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 03/16/2005 09:17 AM Pg: 1 of 3

RECORDATION REQUESTED BY:  
LASALLE BANK NATIONAL  
ASSOCIATION  
MAIN OFFICE  
135 SOUTH LASALLE STREET  
CHICAGO, IL 60603

WHEN RECORDED MAIL TO:  
LASALLE BANK NATIONAL  
ASSOCIATION  
COLLATERAL SERVICES  
C135-LA18  
135 SOUTH LASALLE STREET  
CHICAGO, IL 60603

COOK COUNTY RECORDER OF DEEDS  
EUGENE "GENE" MOORE  
MAIL TO

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Trina Bramlett/David Rooney  
LASALLE BANK NATIONAL ASSOCIATION  
135 SOUTH LASALLE STREET  
CHICAGO, IL 60603

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 10, 2005, is made and executed between 1061 WEST VAN BUREN, L.L.C., whose address is 1061 W. Van Buren Street, Chicago, IL 60607 (referred to below as "Grantor") and LASALLE BANK NATIONAL ASSOCIATION, whose address is 135 SOUTH LASALLE STREET, CHICAGO, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 30, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

(i) that certain Mortgage dated as of June 30, 2004 (the "Mortgage") executed by 1061 West Van Buren, L.L.C. (the "Grantor") for the benefit of LaSalle Bank National Association ("Lender"), recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on July 30, 2004 as document no. 0421215020, and (ii) that certain Assignment of Rents of even date therewith (the "Assignment") executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on July 30, 2004 as document no. 042125021.

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

PARCEL 1:

THAT PART OF LOT "A" IN IGNATZ AND SAMUEL HASTERLIK'S CONSOLIDATION OF LOTS 1 TO 5 IN ELY'S SUBDIVISION OF LOTS 13, 14 AND 15 IN EGAN'S SUBDIVISION OF BLOCK 26 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO LOT 16, 17 AND 18 IN SAID EGAN'S SUBDIVISION OF BLOCK 26, LYING NORTH OF A STRAIGHT LINE WHICH INTERSECTS THE WEST LINE 75 FEET NORTH OF THE SOUTH WEST CORNER AND THE EAST LINE 51.91 FEET NORTH OF THE SOUTH EAST CORNER, IN COOK COUNTY, ILLINOIS.

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

Loan No: 5500000642

## PARCEL 2:

THE EAST 1/2 OF LOT 1 (EXCEPT THAT PART TAKEN BY THE CITY OF CHICAGO FOR CONGRESS EXPRESSWAY) IN C. J. HULL'S SUBDIVISION OF BLOCK 27 OF CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1061 W. VAN BUREN STREET, CHICAGO, IL 60607.  
The Real Property tax identification number is 17-17-229-021-0000 & 17-17-231-001-0000

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

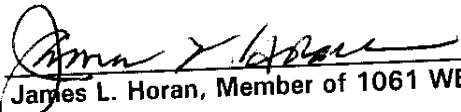
The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means individually and collectively, (i) that certain Promissory Note dated June 30, 2004 in the original principal amount of \$300,000.00 executed by BLUE PLATE CATERING, LTD. payable to the order of Lender, (ii) that certain Promissory Note dated June 30, 2004 in the original principal amount of \$159,229.10 executed by BLUE PLATE CATERING, LTD. payable to the order of Lender, and (iii) that certain Promissory Note dated January 10, 2005 in the original principal amount of \$557,538.13 executed by Borrower payable to the order of Lender, all as amended, supplemented, modified or replaced from time to time. **NOTICE TO GRANTOR. PRIOR TO MATURITY, THE NOTE DESCRIBED IN CLAUSE (III) BEARS INTEREST AT A FIXED INTEREST RATE EQUAL TO 6.763% PER ANNUM.**

**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 JANUARY 10, 2005.**

GRANTOR:

1061 WEST VAN BUREN, L.L.C.

By:   
James L. Horan, Member of 1061 WEST VAN BUREN, L.L.C.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 5500000642

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

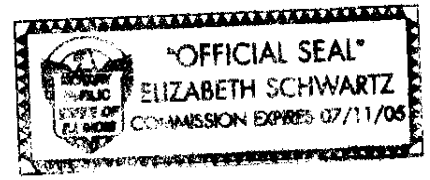
X [Signature]  
Authorized Signer

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF COOK

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) SS  
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On this 18th day of January, before me, the undersigned Notary Public, personally appeared **James L. Horan, Member of 1061 WEST VAN BUREN, 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 [Signature]

Residing at 473 N. Greenview, Chicago, IL 60640

Notary Public in and for the State of Illinois

My commission expires 7/11/05