

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial Banking -  
Southeast  
475 E. 162nd Street  
South Holland, IL 60473

**WHEN RECORDED MAIL TO:**

MB Financial Bank, N.A.  
Loan Documentation  
6111 N. River Rd.  
Rosemont, IL 60018



Doc#: 0510834007  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 04/18/2005 09:36 AM Pg: 1 of 4



4215404

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

, Loan Doc. Specialist (ol) Trans #7544  
MB Financial Bank, N.A.  
6111 N. River Road  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 17, 2005, is made and executed between Greenview Point, LLC, an Illinois limited liability company, whose address is 5304 W. Devon, Chicago, IL 60646 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 475 E. 162nd Street, South Holland, IL 60473 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 5, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as June 5, 2003 executed by Greenview Point, LLC, an Illinois limited liability company for the benefit of MB Financial Bank, N.A., recorded on June 16, 2003 as document no. 0316511199, and Assignment of Rents of even date therewith executed by Borrower for the benefit of Lender, recorded on June 16, 2003 as document no. 0316511200; modified by Modification of Mortgage dated December 5, 2004 and recorded January 13, 2005 as document no. 0501303090.

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

Lots 28 and 29 in John P. Altgeld's Subdivision of Blocks 1 to 4, The North 1/2 of Block 6 and all of Block 7 Lying Northeasterly of Center Line of Lincoln Avenue in Subdivision by Executors of W.E. Jones in Section 29, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois

The Real Property or its address is commonly known as 3101-09 N. Lincoln Avenue, Chicago, IL 60657. The Real Property tax identification number is 14-29-100-016-0000

**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 that certain Promissory Note dated as of March 17, 2005 in the original principal amount of \$2,835,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time

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4008  
[Signature]

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## MODIFICATION OF MORTGAGE

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The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$5,670,000.00.

**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.

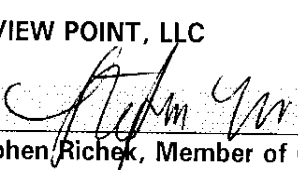
**CROSS COLLATERALIZATION.** In addition to the Note, this Agreement secures the following described additional indebtedness: Any obligations for indebtedness pursuant to any Guaranty, loan documents or collateral documents executed by Guarantor shall constitute collateral for all indebtedness of Guarantor to Lender whether said indebtedness is now existing or hereinafter arising.

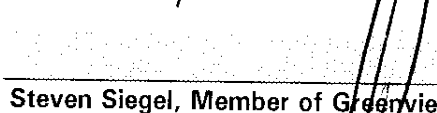
**CROSS DEFAULT.** Borrower will be in default if Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant or condition contained in their Note(s) or any agreement related to their Note(s), or in any other agreement or loan Borrower has with Lender.

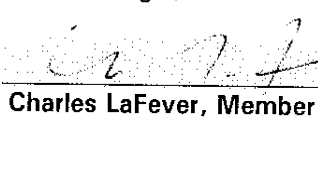
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 17, 2005.**

**GRANTOR:**

**GREENVIEW POINT, LLC**

By:   
Stephen Richek, Member of Greenview Point, LLC

By:   
Steven Siegel, Member of Greenview Point, LLC

By:   
Charles LaFever, Member of Greenview Point, LLC

DeKalb County Clerk's Office

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## MODIFICATION OF MORTGAGE

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LENDER:

MB FINANCIAL BANK, N.A.

X *Amy*  
Authorized Signer

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 18th day of March, 2005 before me, the undersigned Notary Public, personally appeared **Stephen Richek, Member, Steven Siegel, Member; and Charles LaFever, Member of Greenview Point, LLC**, 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 *Candace Vedral* Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 5-18-08



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## MODIFICATION OF MORTGAGE

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
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On this ~~18<sup>th</sup>~~ day of March, 2005 before me, the undersigned Notary Public, personally appeared JAN BANCA and known to me to be the Asst. 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 Candace Vedral Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 5-18-08



Cook County Clerk's Office